

Dated 13th August 2020

OFFICE FOR NATIONAL STATISTICS (1)

AND

IQVIA LIMITED (2)

CONTRACT FOR COVID-19 INFECTION
SURVEY SERVICES

Contract Reference: PU-21-0123

Office for National Statistics
Government Buildings
Cardiff Road
Newport
Gwent
NP10 8XG
www.statistics.gov.uk
Tel: 01633 456167

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THIS CONTRACT is made on **13th August 2020**

BETWEEN

- (1) **OFFICE FOR NATIONAL STATISTICS** and its representatives, acting as an executive office of The Statistics Board ("**AUTHORITY**"),
- (2) **IQVIA LTD.** (Registered in England No. 03022416) whose registered office is at 3 Forbury Place, 23 Forbury Road, Reading, United Kingdom, RG1 3JH ("**CONTRACTOR**"),

WHEREAS:

- (A) The **AUTHORITY** requires the provision of seroprevalence survey services together with supporting study and analysis.
- (B) The **CONTRACTOR** is a leading integrated healthcare services provider and has experience in conducting surveys and collating research.
- (C) The **AUTHORITY** has selected the **CONTRACTOR** to provide the Services to the **AUTHORITY**, subject to the terms and conditions set out in this Contract.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

A GENERAL PROVISIONS

1 Definitions and Interpretation

- 1.1 Unless the context otherwise requires, the interpretation and construction of this Contract shall be subject to the following provisions:
 - (a) the singular shall include the plural and vice versa and reference to masculine shall include the feminine and the neuter;
 - (b) a reference to any Law shall be construed as a reference to Law as amended, extended, consolidated or re-enacted from time to time;
 - (c) 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;

- (d) other grammatical forms of defined words or expressions have their corresponding meaning;
- (e) a reference to any person shall include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity, Crown Body or other Contracting Authority;
- (f) a reference to a document shall include all authorised amendments, supplements to and replacements to that document;
- (g) a reference to GBP or £, shall mean pounds sterling;
- (h) the words "day" and "month" mean calendar day and calendar month unless otherwise stated;
- (i) a reference to any body shall:
 - (i) if that body is replaced by another organisation, be deemed to refer to that replacement organisation; and
 - (ii) if that body ceases to exist, be deemed to refer to the organisation which most nearly or substantially serves the same purpose or functions as that body;
- (j) any reference in this Contract which immediately before Exit Day is a reference to (as it has effect from time to time):
 - (i) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (ii) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred;
- (k) the headings in this Contract are for ease of reference only and shall not affect its interpretation; and

(l) references to Clauses, Schedules, Annexes and paragraphs shall mean, unless otherwise expressly provided, references to the clauses, schedules, annexes and paragraphs of this Contract.

1.2 Where a standard, policy or document is referred to in this Contract by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the CONTRACTOR shall notify the AUTHORITY and the Parties shall update this Contract with a reference to the replacement hyperlink.

1.3 If there is any conflict between the Clauses and the Schedules and/or any Annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence

- (a) the Clauses of this Contract;
- (b) Schedule 1 (Service Specification);
- (c) Schedules 3 (Pricing), 4 (Service Levels), 5 (Issued Property), 6 (Supply Chain), 11 (Value for Money) and 12 (Exit Arrangements) and their Annexes;
- (d) Any other Schedules and their Annexes (other than Schedule 2 (CONTRACTOR Solution));
- (e) any other document referred to in this Contract; and
- (f) Schedule 2 (CONTRACTOR Solution).

1.4 Unless the context otherwise requires, the expressions set out below will have the following meanings:

Acceptance Testing The acceptance testing procedures specified in this Contract;

Access Northern Ireland a joint programme of central government organisations operating under Part 5 of the Police Act 1997 which enables organisations to make more informed recruitment decisions by providing criminal history information;

Affected Party	the Party seeking to claim relief in respect of a Force Majeure Event;
Affiliate	in relation to the CONTRACTOR, a company which is a subsidiary or Holding Company of it, or any company which is a subsidiary of any such Holding Company; "subsidiary" having the meaning ascribed to it in section 1159 and Schedule 6 of the Companies Act 2006;
Annexes	the annexes associated with the Schedules;
Approval or Approved	refers to the prior written consent of the AUTHORITY's Representative;
Auditor	a person or a firm appointed by the AUTHORITY or the CONTRACTOR to execute an audit;
Auditor General	The Comptroller and Auditor General (C&AG) in the United Kingdom is the government official responsible for supervising the quality of public accounting and financial reporting. The C&AG is an officer of the House of Commons who is the head of the National Audit Office, the body that scrutinises central government expenditure;
AUTHORITY Cause	any breach by the AUTHORITY of any of the AUTHORITY's express obligations under this Contract (unless caused or contributed to by the CONTRACTOR, Sub-Contractor or as the result of any act or omission by the AUTHORITY to which the CONTRACTOR has given its prior written consent);
AUTHORITY System	the AUTHORITY's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the AUTHORITY or the CONTRACTOR in connection with this Contract which is owned by the AUTHORITY or licensed to it by a third party and which

interfaces with the CONTRACTOR's System or which is necessary for the AUTHORITY to receive the Services;

AUTHORITY's Data

- (a) any Data which is supplied to the CONTRACTOR by or on behalf of the AUTHORITY;
- (b) any Data that the CONTRACTOR is required to generate, process, store or transmit pursuant to this Contract; or
- (c) any Personal Data for which the AUTHORITY is the Controller and which is processed or made available pursuant to this Contract;

And which in all cases (a) through (c) above excludes CONTRACTOR'S Data.

AUTHORITY's Property

any property other than land and buildings, made available to the CONTRACTOR by the AUTHORITY in connection with the Contract, including materials, equipment, documents and Data;

AUTHORITY's Representative

the person(s) authorised to act on behalf of the AUTHORITY for the purposes of this Contract;

AUTHORITY's Requirements

the operational requirements, functions and characteristics of the Services as set out in this Contract;

AUTHORITY's Software

the software (including any software which is embedded in AUTHORITY's assets) and databases in which the AUTHORITY owns the Intellectual Property Rights, or is licensed to the AUTHORITY, and which are made available by the AUTHORITY to the CONTRACTOR to perform the Services;

Bank Holiday

a national public holiday in the United Kingdom and the Crown dependencies. The term refers to all public holidays in the United Kingdom be they set out in statute, declared by royal proclamation or held by convention under common law;

BCDR Plan	the plan setting out the CONTRACTOR's business continuity procedures, including the BCDR Services and compliant with the requirements of Schedule 13 (Business Continuity) where relevant;
BCDR Services	the business continuity and disaster recovery services set out in Schedule 13 (Business Continuity);
Benchmarked Services	has the meaning given to it in Paragraph 7.2 of Schedule 11 (Value for Money);
Benchmarking	has the meaning given to it in Paragraph 7.1 of Schedule 11 (Value for Money);
Benchmarking Notice	has the meaning given to it in Paragraph 7.2 of Schedule 11 (Value for Money);
Benchmarking Partner	has the meaning given to it in Paragraph 7.1 of Schedule 11 (Value for Money);
Benchmarking Plan	has the meaning given to it in Paragraph 7.10 of Schedule 11 (Value for Money);
Benchmarking Period	has the meaning given to it in Paragraph 7.11(h) of Schedule 11 (Value for Money);
Benchmarking Report	has the meaning given to it in Paragraph 7.11(e) of Schedule 11 (Value for Money);
Benchmark Reviews	any benchmarking of the Services, Charges and/or Service Levels;
Best Price	means in relation to the Equivalent Services provided by the comparison sample, the average of the two (2) lowest prices for the Equivalent Services as adjusted by the Benchmarking Partner to take into account such factors detailed in the Benchmarking Plan over the previous three month period;

Breach of Security	the occurrence of unauthorised access to or use of the, sites, Services, CONTRACTOR System, AUTHORITY System or any Information Communication Technologies (ICT) or data (including AUTHORITY Data) used by the AUTHORITY or the CONTRACTOR in connection with this Contract;
British Parliament	The Parliament of the United Kingdom, the supreme legislative body of the United Kingdom, the Crown dependencies and the British overseas territories. It alone possesses legislative supremacy and thereby ultimate power over all other political bodies in the UK and the overseas territories.
Business Continuity Event	any incident or event that causes (or is likely to cause) an adverse effect on the performance and delivery of the Services or the Service Levels, including any material interruption, destruction or other loss of operational capacity, which cannot be managed within the context of normal operating procedures;
Business Continuity Plan	has the meaning given to it in Paragraph 2.2(b) of Schedule 13 (Business Continuity);
Business Continuity Services	has the meaning given to it in Paragraph 4.2(b) of Schedule 13 (Business Continuity);
CCS	means the Crown Commercial Service, a trading fund of the Cabinet Office;
Change	means any variation to the Services following the Variation Process, including, but not limited to, removing Services, adding new Services, increasing or decreasing Services or changing the locations where the Services are to be provided; or any variation to the Contract Price;
Change Control Board	a group of AUTHORITY individuals that will make decisions on whether a proposed change to a project should be approved;

Change in Law	the coming into effect or repeal (without re-enactment or consolidation) in England and Wales of any Law, or any judgement of a relevant court of law which changes binding precedent in England and Wales in each case after the Commencement Date;
Charges	the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 3 (Pricing);
Clause	a clause within this Contract;
Commencement Date	the date of execution of this Contract;
Commercially Sensitive Information	<p>the information (i) listed in the Commercially Sensitive Information Schedule; or (ii) notified to the AUTHORITY in writing (prior to the commencement of this Contract), which has been clearly marked as Commercially Sensitive Information comprised of information:</p> <p>(a) which is provided by the CONTRACTOR to the AUTHORITY in confidence for the period set out in that Schedule or notification; and/or</p> <p>(b) that constitutes a trade secret;</p>
Competitive	means that the Charges attributable to the Benchmarked Services are no greater than the Best Price for the Equivalent Services and the Equivalent Service Levels;
Confidential Information	(a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would likely, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all Personal Data and sensitive personal data within the meaning of the Data Protection Act 2018; and

(b) the Commercially Sensitive Information,

and does not include any information:

- (i) which was public knowledge at the time of disclosure (otherwise than by breach of Clause 32 (Confidential Information));
- (ii) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (iii) which is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (iv) is independently developed without access to the Confidential Information;

Conflict of Interest	the CONTRACTOR's independence and objectivity being perceived to prejudice its performance of this Contract and acts against the AUTHORITY's interests;
Contract	this contract between the AUTHORITY and the CONTRACTOR, which consists of the documents so referenced herein;
Contract Change Notification (CCN)	Document issued by the AUTHORITY, directing changes in the Contract for the delivery of the Services, authorised under the Contract's Variation Process;
Contract Period	shall be as defined in Clause 3;
Contract Price	means the fees and pass through expenses as set out in Schedule 3 (Pricing).
Contract Year	the period of three hundred and sixty-five (365) days or three hundred and sixty six days (366) starting on the

Commencement Date and each subsequent annual anniversary;

Contracting Authority any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015;

CONTRACTOR Equipment or Equipment the CONTRACTOR's equipment, plant, materials, testing kits and such other items supplied and used by the CONTRACTOR or its Sub-Contractors (but not hired, leased or loaned or otherwise directly or indirectly provided from the AUTHORITY) in the performance of its obligations under this Contract;

CONTRACTOR System the information and communications technology system used by the CONTRACTOR in performing the Services, including the software, the CONTRACTOR's Equipment and related cabling;

CONTRACTOR's Background IPRs

- (a) IPRs owned by the CONTRACTOR before the Commencement Date; and/or
- (b) IPRs created by the CONTRACTOR independently of this Contract;
- (c) Including any improvements, modifications and enhancements made to any of the foregoing (a) and (b) during the term of this Contract

CONTRACTOR's Representative the person(s) authorised to act on behalf of the CONTRACTOR for the purposes of this Contract;

CONTRACTOR's Software software which is proprietary to the CONTRACTOR, including software which is or will be used by the CONTRACTOR for the purpose of providing the Services;

Contracts Finder means the Government's publishing portal for public sector procurement opportunities;

Controller	takes the meaning given in the GDPR;
Cost Model	the CONTRACTOR's model detailing its costs and the Charges to be made under this Contract;
Credit Rating Threshold	demonstrating the CONTRACTOR and Sub-Contractors minimum Economic and Financial standing in line with Dunn & Bradstreet Failure Score >40 and Delinquency Score >75;
Critical Key Performance Indicator OR Critical KPI	has the meaning given to it in Paragraph 2.2 of Schedule 4 (Service Levels);
Critical Service Failure	has the meaning given to it in Paragraph 2.1 of Schedule 4 (Service Levels);
Crown/Crown Body	the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
Customer (Participant) Experience	encompasses every aspect of the CONTRACTORS Service including the quality of customer care and full engagement experience;
Data	data, information, text, drawings, diagrams, images or sounds (including any databases) which are embodied in any electronic, magnetic, optical or tangible media;
Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the CONTRACTOR under this Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

Data Protection Impact Assessment	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
Data Protection Legislation	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of Personal Data and privacy; (iii) all applicable Law about the processing of Personal Data and privacy;
	the need for personal data to be processed fairly and lawfully, to be accurate and up-to-date, to have measures in place against accidental loss or destruction and for personal data only to be transferred to countries with adequate levels of data protection in place;
Data Subject	takes the meaning given in the GDPR;
Data Subject Access Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
Day	A calendar day;
Default	any breach of the obligations of a Party (including a fundamental breach or a breach of a fundamental term) or any default, act, omission, negligence or statement of the relevant Party, its employees, representatives, agents or Sub-Contractors in connection with, or in relation to, the subject matter of this Contract and in respect of which that Party is liable to the other Party;
Deliverables	the items, features or services to be delivered by the CONTRACTOR at the relevant stages during the performance of this Contract listed in Schedule 1 (Service Specification);
Devolved Administrations	the Parliament of the United Kingdom statutory granting of a greater level of self-government to the Scottish Parliament, the Welsh Parliament, the Northern Ireland Assembly and to their associated executive bodies the Scottish Government,

the Welsh Government, the Northern Ireland Executive and in England;

Direct Losses	all damage, losses, indebtedness, claims, actions, cash, expenses (including the cost of legal or professional services), proceedings, demands, and charges whether arising under statute, contract or at common law but to avoid doubt, excluding Indirect Losses;
Disaster Recovery Plan	has the meaning given to it in Paragraph 2.2(c) of Schedule 13 (Business Continuity);
Disaster Recovery Services	the services which enables the recovery or continuation of vital technology infrastructure and systems following a natural or human-induced disaster;
Disaster Recovery System	the system(s) that will be used to mitigate/enable disaster recovery;
Disclosure Scotland	<p>a bureau within the Scottish Criminal Record Office (SCRO) which provides information on criminal records under Part 5 of the Police Act 1997, and other information provided by the police, by issuing disclosure certificates. There are three levels of disclosure:</p> <ul style="list-style-type: none">(a) Basic – details of convictions "unspent" under the Rehabilitation of Offenders Act 1974 or statements that there are no such convictions;(b) Standard – contains details of all convictions on record, whether "spent" or "unspent" (including minor convictions;(c) Enhanced – all details in Standard Disclosure and may also contain non-conviction information held by the police as well as checks against barred lists for those disqualified from working with children and/or vulnerable adults;

Dispute Notice	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
Dispute Resolution Procedure	means the procedure for resolving any Disputes arising out of or in connection with this Contract, as more particularly described in Schedule 8 (Dispute Resolution);
Disputes	any dispute, difference or question of interpretation arising out of or in conjunction with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Variation Process or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
Documentation	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:</p> <p>(a) is required to be supplied by the CONTRACTOR to the AUTHORITY under this Contract;</p> <p>(b) is required by the CONTRACTOR in order to provide the Services; or</p> <p>has been or shall be generated for the purpose of providing the Services;</p>
DOTAS	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of part 7 of the Finance

Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

DPA 2018	means the Data Protection Act 2018;
EC	means European Community;
Efficiency Incentive Fund	has the meaning given to it in Paragraph 6.1 of Schedule 11 (Value for Money);
Emergency Notification Procedure	the procedure for communication of any disruption/major event that the CONTRACTOR should implement to notify the AUTHORITY of the incident;
Employment Liabilities	means without limitation any costs, claims demands or expenses (including reasonable legal and other professional expenses), losses, damages, compensation and other liabilities (including any incurred as a result of an indemnity or warranty given or to be given by the AUTHORITY, the CONTRACTOR, a Sub-Contractor, a Replacement Contractor and/or a Replacement Contractor Sub-Contractor);
Enhanced Licence Terms	<p>the rights conferred by the Standard Licence Terms supplemented by the following rights:</p> <ul style="list-style-type: none">(a) in respect of software, the right to adapt or modify the licensed software (including the rights to enhance, reverse compile, decode or translate the software); and(b) in respect of all other works, the right to modify or adapt the relevant works;
Environmental Information Regulations	the Environmental Information Regulations 2004 (" EIR "), and any subordinate regulations made under them from time to time or any superseding or amending regulations, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

Equivalent Services	means services that are substantially similar in all material respects to the Benchmarked Services, provided that if no identical or materially similar services exist in the market, the Benchmarking Partner shall propose an approach for developing a comparable service benchmark;
Equivalent Service Levels	means service levels which are comparable to the Service Levels against which the Benchmarked Services are measured provided that if no identical or materially similar service levels exist in the market, the Benchmarking Partner shall propose an approach for developing a comparable service level benchmark;
ERNIC	Earnings Related National Insurance Contributions;
Escalation Process	When either Party are unable to agree on the resolution of an issue after a good faith effort to negotiate then an escalation is pursued to resolve the issue;
European Law	is a system of law that is specific to the 28 members of the European Union. This system overrules the national law of each member country if there is a conflict between the national law and the EU law;
Exclusive Assets	those CONTRACTOR Assets used by the CONTRACTOR or a Key Sub-Contractor which are used exclusively in the provision of the Services;
Exit Day	shall have the meaning in the European Union (withdrawal) Act 2018;
Exit Information	has the meaning given to it in Paragraph 3.1 of Part A of Schedule 12 (Exit Arrangements);
Exit Management	the implementation of the exit strategy agreed between the Parties in accordance with this Contract;

Exit Plan	the plan produced and updated by the CONTRACTOR during the Contract Period in accordance with Paragraph 4 of Schedule 12 (Exit Arrangements);
Expedited Dispute Timetable	the reduced timetable for the resolution of Disputes set out in Schedule 8 (Dispute Resolution);
Expedited Variation	has the meaning given to it in Paragraph 6.1 of Schedule 15 (Contract Variations);
Expert	means, in relation to a Dispute, a person appointed in accordance with Schedule 8 (Dispute Resolution) to act as an expert in relation to that Dispute;
Expert Determination	means determination by an Expert in accordance with Schedule 8 (Dispute Resolution);
Expiry Date	31 st March 2021;
Final CONTRACTOR Personnel List	the list of all the CONTRACTOR's Staff engaged in or wholly or mainly assigned to the provision of the Services or any part of the Services at the date of any relevant transfer for the purpose of TUPE;
Financial Distress Event	has the meaning in Paragraph 2.1 of Schedule 19 (Financial Distress);
Financial Distress Service Continuity Plan	a plan setting out how the CONTRACTOR will ensure the continued performance and delivery of the Services in accordance with this Agreement if a Financial Distress Event occurs;
Financial Forecast	has the meaning given to it in Paragraph 4.1 of Schedule 11 (Value for Money);
Financial Transparency Objectives	see Schedule 11

FOIA	the Freedom of Information Act 2000 and any subordinate legislation made under this Act, together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
Force Majeure	has the meaning set out in Clause 68;
Force Majeure Event	an event as described in Clause 68 which affects the performance by a Party of its obligations under this Contract;
Formal Acceptance	the legal acknowledgment that the Services have been delivered as intended;
Fraud	any offence under Laws creating offences in respect of fraudulent acts or at common law in relation to this Contract or defrauding or attempting to defraud or conspiring to defraud the Crown;
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679);
General Anti-Abuse Rule	(a) the legislation in part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
General Change in Law	a change in Law which comes into effect after the Commencement Date, where the change is of a general legislative nature (including taxation or duties of any sort affecting the CONTRACTOR) or which would affect or relate to a comparable supply of services of the same or a similar nature to the supply of the Services;
General Practitioner Letters	the letter sent by the CONTRACTOR to the designated General Practitioner (GP);

Good Industry Practice	at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably and ordinarily expected at such time from a skilled and experienced CONTRACTOR, to a customer like the AUTHORITY, of services similar to the Services, seeking to comply with its contractual obligations and complying with applicable Laws;
Guarantee	the deed of guarantee in favour of the AUTHORITY entered into by the Guarantor on or before the execution of this Contract, or any guarantee acceptable to the AUTHORITY that replaces it from time to time (in each case in the form set out in Schedule 16 (Guarantee));
Guarantor	a parent company guarantee from the Guarantor in favour of the AUTHORITY and any other person who may provide a Guarantee to the AUTHORITY from time to time;
Halifax Abuse Principle	the principle explained in the CJEU Case C-255/02 Halifax and others;
Holding Company	a holding company as defined by section 1159 of the Companies Act 2006;
HMG Security Policy Framework	the Government Security Policy Framework which is available at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710816/HMG-Security-Policy-Framework-v1.1.doc.pdf as amended from time to time
Impact Assessment (IA)	measuring the effectiveness of organisational activities and judging the significance of changes as recommended;
Indexation Adjustment Date	occurs twelve (12) months after the Commencement Date;

Indirect Losses	a type of loss that does not result from direct damage of a covered cause of loss or peril but is, instead, a consequence of the direct damage loss;
Information	(in the context of Clause 35) has the meaning given under section 84 of the FOIA;
Intellectual Property Rights or IPRs	patents, inventions, trade marks, service marks, logos, design rights (whether registerable or not), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations, whether registerable or not in any country including the United Kingdom (UK); and includes the right to sue for "passing off"; and for CONTRACTOR, such rights shall further include CONTRACTOR's Data, data models, databases, processes, know-how, trade secrets, analytical methods, procedures and techniques, manuals, personnel data, pricing, financial information, technical expertise, and software;
IR35	the commonly referred term for the Intermediaries legislation aimed at eliminating the avoidance of tax and ERNICs through the use of intermediaries such as service companies or partnerships;
ISMS	means the information security management system and process developed by the Supplier in accordance with Section C900 (Security and Information Assurance) of the Specification Document (as may be updated from time to time);
Issued Property	all materials, equipment, software, hardware, premises, contracts, data and other resources supplied or to be supplied by the AUTHORITY to the CONTRACTOR to assist the CONTRACTOR in carrying out its obligations under this

	Contract as more specifically set out in Schedule 5 (Issued Property);
Joint Appraisal Review	collaborative (periodic) reviews of the progression towards securing a competitive outcome for the future of Covid-19 Infection Survey (CIS), attended by ONS, DHSC, HMT and chaired by the Cabinet Office;
Key Performance Indicator OR KPI	each of the Key Performance Indicators set out in Schedule 4 (Service Levels);
Key Personnel	the Staff identified in Schedule 10 (Key Personnel) of this Contract who are considered by the AUTHORITY to be an integral part of the performance of the Services;
Key Sub-Contract	any Sub-Contracts identified as key to the provision of the Services in this Contract as more particularly detailed in Schedule 6 (Supply Chain);
Key Sub-Contractor	has the meaning set out in Paragraph 7 of Schedule 6 (Supply Chain);
Key Sub-Contractor Financial Distress Event	has the meaning in Paragraph 2.1.6 of Schedule 19 (Financial Distress);
Law	<ul style="list-style-type: none"> (a) any applicable Act of Parliament; (b) subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978; (c) exercise of the royal prerogative; (d) any enforceable community right within the meaning of section 2 of the European Communities Act 1972; (e) regulatory policy, guidance or industry code;

- (f) judgement of a relevant court of law; or
- (g) directives or requirements or any Regulatory Body of which the CONTRACTOR is bound to comply;

LED Law Enforcement Directive (Directive (EU) 2016/680);

Losses all claims, demands, proceedings, litigation, settlement, judgement, interest, penalties, suits, actions, losses, damages, liabilities, charges, costs and expenses (including legal costs and disbursements on a solicitor and client basis);

Malicious Software software designed to infiltrate or damage a computer system without the owner's informed consent;

Management Governance Group manages the month-to-month operational and financial performance of this Contract;

Management Information any the information specified by the AUTHORITY which is to be provided by the CONTRACTOR as more fully specified in Schedule 20 (Management Information);

Mandatory Requirement a condition set out in the Services that must be met without exception;

Method Statement a document which identifies the process to be conducted;

Minimum Acceptable Level has the meaning set out in Paragraph 2.3 of Schedule 4 (Service Levels);

Month or Monthly a calendar month;

Monthly Cost Report	has the meaning in Paragraph 2 of Schedule 20 (Management Information);
Monthly Supplier Review Meeting	has the meaning in Annex 1 of Schedule 7 (Contract Management);
Multi-Party Dispute	has the meaning given in Schedule 8 (Dispute Resolution);
Multi- Party Procedure Initiation Notice	has the meaning given in Schedule 8 (Dispute Resolution);
National Audit Office	an independent Parliamentary body in the United Kingdom which is responsible for auditing central government departments, government agencies and non-departmental public bodies. The NAO also carries out value for money (VFM) audits into the administration of public policy;
National Security Clearance	part of the vetting process to ensure the reliability and integrity of those who have access to public figures, sites, sensitive government information and assets;
Net Book Value	the value of an asset, considering diminutions, depreciations, and other accounting charges, as recorded in the accounts of the CONTRACTOR;
Non-Exclusive Assets	Assets (if any) which are used by the CONTRACTOR or a Key Sub-Contractor in connection with the Services, but which are also used by the CONTRACTOR or Key Sub-Contractor for other purposes;
Non Exclusivity	the right of the AUTHORITY to enter into other arrangements with other providers for the provision of any or all services which are the same as or similar to the Services, subject to such a right being exercised normally as a result of a Default of the CONTRACTOR or where exclusivity is outside the control of the AUTHORITY;

- Occasion of Tax Non-Compliance**
- (a) any tax return of the CONTRACTOR submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
 - (i) a Relevant Tax Authority successfully challenging the CONTRACTOR under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or Laws that have an effect equivalent or similar to the General Anti-Abuse Rule of the Halifax Abuse Principle; or
 - (ii) the failure of an avoidance scheme which the CONTRACTOR was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
 - (b) any tax return of the CONTRACTOR submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for Fraud or evasion;

Open Book Data means the complete and accurate financial and non-financial information which is required by the AUTHORITY to enable the AUTHORITY to understand all expenditure incurred by the CONTRACTOR and to verify the Charges paid or due to be paid during the Contract Period;

Operational Governance Group manages the day-to-day performance of this Contract;

Optional Services Services which are marked as Optional Services and detailed in Schedule 2 (CONTRACTOR Solution) to this Contract;

Parent Company	any company which is the ultimate Holding Company of the CONTRACTOR or any other company of which the ultimate Holding Company of the CONTRACTOR is also the ultimate Holding Company and which is responsible, either directly or indirectly, for the business activities of the CONTRACTOR or which is engaged in the same or similar business to the CONTRACTOR;
Parties	the AUTHORITY and the CONTRACTOR as specified at the Commencement Date and any permitted successors or assignees (and each, a " Party ");
Pass-Through Costs	the costs incurred by the CONTRACTOR who then passes these directly through to the AUTHORITY without adding any value or assuming risk, and which shall be subject to the AUTHORITY's audit provisions;
PAYE	tax liabilities arising out of the Pay As You Earn System;
Performance Incentive Mechanism	the mechanism set out in this Contract to measure Service Levels and Service Credits;
Performance Indicator OR PI	while not critical to the successful outcome of the Contract, are a measure of the levels of service being achieved by the CONTRACTOR;
Persistent Service Failure	repeated and/or persistent breaches in performance and a level of performance on which the AUTHORITY may exercise its right to terminate this Contract;
Personal Data	takes the meaning given in the GDPR;
Personal Data Breach	takes the meaning given in the GDPR;

PMO	Project Management Office
Potential Transferring Employee	those persons employed or engaged by the CONTRACTOR or any Sub-Contractor who are, at the relevant time, assigned to the Services for the purposes of the application of TUPE and any person who would have been a Transferring Employee had they not objected or resigned under Regulation 4(7), 4(9) or 4(11) of TUPE;
Premises	the locations (including land or buildings), owned, controlled or occupied by the AUTHORITY, where the Services are to be performed;
Prime Contractor	a main contractor who undertakes to perform the complete contract, and may employ (and manage) one or more Sub-Contractors to carry out specific parts of this Contract;
Processor	takes the meaning given in the GDPR;
Procurement Challenge Protocol	the arrangements agreed by the Parties (in the form set out in Schedule 18 (Procurement Challenge Protocol)) to apply in the event of a challenge to the award of this Contract, where such challenge is issued pursuant to public procurement law;
Prohibited Act	<p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the AUTHORITY a financial or other advantage to:</p> <p style="padding-left: 40px;">(i) induce that person to perform improperly a relevant function or activity; or</p> <p style="padding-left: 40px;">(ii) reward that person for improper performance of a relevant function or activity; or</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a</p>

relevant function or activity in connection with this Contract;

(c) committing any offence:

(i) under the Bribery Act 2010; or

(ii) under legislation creating offences concerning fraudulent acts; or

(iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the AUTHORITY and/or any other Contracting Authority; or

(iv) defrauding, attempting to defraud or conspiring to defraud the AUTHORITY or any other Contracting Authority;

(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

Project a series of tasks that need to be completed in order to reach a specific outcome;

Project Manager has the responsibility of the planning and execution of the Contract;

Protective Measures appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

Protectively Marked	means documents which are protectively marked as defined in the HMG Security Policy Framework
Protectively Marked Information	means documents which are Protectively Marked as defined in the HMG Security Policy Framework
Quality Plans	the CONTRACTOR's structured plans to maintain standards of service;
Rating Agency	a company that assesses the financial strength of companies and government entities, especially their ability to meet principal and interest payments on their debts;
Rectification Plan	has the meaning given to it in Paragraph 3.6 of Schedule 4 (Service Levels);
Regions	means the eight (8) regions as identified in Schedule 1 (Service Specification);
Register	has the meaning given to it in Paragraph 2.1 of Part A of Schedule 12 (Exit Arrangements);
Regulatory Body	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract;
Relevant Tax Authority	HMRC, or, if applicable, a tax authority in the jurisdiction in which the CONTRACTOR is established;
Remedial Plan Process	a process to remedy a Service Failure which is capable of remedy;
Remediation Plan	has the meaning given to it in Paragraph 8.1 of Schedule 4 (Service Levels);

Replacement Contractor	any third party 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);
Replacement Contractor Sub-Contractor	any direct or indirect subcontractor of the Replacement Contractor providing services which are fundamentally the same as any or all of the Services;
Replacement Services	any services which are substantially similar to the Services and which the AUTHORITY receives in substitution for any of the Services the termination or partial termination of this Contract, whether those services are provided by the AUTHORITY internally and/or by a third party;
Representative	the AUTHORITY's Representative and/or the CONTRACTOR's Representative (as the context implies);
Request for Change (RFC)	has the meaning in Appendix A of Schedule 15 (Contract Variations);
Request for Information	(in the context of Clause 35) has the meaning set out in the FOIA; or it means any apparent requests for information under the FOIA or the Environmental Information Regulations;
Rules of the London Court of International Arbitration	Where any agreement, submission or reference provides in writing and in whatsoever manner for arbitration under the rules of the LCIA or by the Court of the LCIA ("the LCIA Court"), the parties shall be taken to have agreed in writing that the arbitration shall be conducted in accordance with the rules ("the Rules") or such amended rules as the LCIA may have adopted hereafter to take effect before the commencement of the arbitration. The Rules include the

Schedule of Costs in effect at the commencement of the arbitration, as separately amended from time to time by the LCIA Court. <https://www.trans-lex.org/750300/ /london-court-of-international-arbitration-rules/>

Security Plan	the CONTRACTOR's security plan which protects the AUTHORITY's Data, AUTHORITY's Systems and other sensitive information;
Security Tests	means tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security
Service Credit Cap	the maximum deduction of Charges from the Contract Price as described in this Contract;
Service Credits	the sums payable in respect of the failure by the CONTRACTOR to meet one or more Service Levels as specified in this Contract;
Service Failure	the CONTRACTOR's failure to meet the Service Levels;
Service Level	a level of Service delivery as set out more fully in Schedule 4 (Service Levels);
Service Review Procedure	the procedure for the periodic review of the Services and Service Levels throughout the Contract Period;
Service Transfer Date	the date on which the Services (or any part of the Services), for whatever reason transfer from the CONTRACTOR to the AUTHORITY or any Replacement Contractor;
Services	the services to be provided by the CONTRACTOR under this Contract, as set out in Schedule 1 (Services Specification);

Services Description	the services description set out in Schedule 1 (Services Specification);
Sites	the locations to which the CONTRACTOR shall provide the Services under this Contract;
SME	means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the European Commission recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;
SMP	means the security management plan developed by the CONTRACTOR in accordance with Schedule 22 (Security and Information Assurance)
Social Value Principles	are defined in Schedule 22 (Social Value);
Specific Change in Law	any Change in Law which relates specifically to the business of the AUTHORITY and has demonstrable or material affects in relation to the costs of delivering the Services, but excluding any impact of a Change in Law that would have been reasonably foreseeable at the Commencement Date, by a CONTRACTOR acting in accordance with Good Industry Practice, on the basis of draft bills published in Government, green or white papers or other government departmental consultation papers, bills, draft statutory instruments or draft instruments or proposals published in the Official Journal of the European Communities, in each case published prior to the Commencement Date;
Staff	means all persons employed or otherwise engaged by the CONTRACTOR and/or any Sub-Contractor to perform its obligations under this Contract together with the CONTRACTOR's and/or any Sub-Contractor's servants,

consultants, agents, contractors and Sub-Contractors used in the performance of its obligations under this Contract (or any Sub-Contract) excluding all AUTHORITY resources;

Step-In Notice	a notice to the CONTRACTOR as part of Clause H50.2(Step-in Rights);
Step-In Rights	has the meaning given in Clause H50;
Stranded Costs	has the meaning given to it in Paragraph 1.4 of Schedule 3 (Pricing);
Strategic Governance Group	manages the quarter-by-quarter operational and financial performance of this Contract;
Sub-Contract	any contract or agreement, including those with the Key Sub-Contractors, between the CONTRACTOR and any third party, including self-employed individuals, where that third party agrees to provide to the CONTRACTOR all or part of the Services, or services fundamentally necessary for the performance of all or part of the Services. For the avoidance of doubt, a Sub-Contract shall not be regarded as including any contract or agreement between the CONTRACTOR and any third party for the provision of equipment or software, facilities or services necessary for the general discharge of the CONTRACTOR's business or any agreement between the CONTRACTOR and any third Party for the provision of Third Party Software;
Sub-Contractors	a third party, including the Key Sub-Contractors, other than the CONTRACTOR which enters into a Sub-Contract;
Sub-processor	any third party appointed to process Personal Data on behalf of the CONTRACTOR related to this Contract;
Supply Chain	system of organizations, people, activities, information, and resources involved in supplying the Services to the AUTHORITY;

Tax	Value Added Tax (VAT), customs duties and any other taxes or duties;
Technology Refresh	the periodic replacement of equipment to ensure continuing reliability of equipment and/or improved speed and capacity;
Termination Assistance	has the meaning given to it in Paragraph 5.1 of Part A of Schedule 12 (Exit Arrangements);
Termination Assistance Notice	has the meaning given to it in Paragraph 5.2 of Part A of Schedule 12 (Exit Arrangements);
Termination Assistance Period	has the meaning given to it in Paragraph 5.2 of Part A of Schedule 12 (Exit Arrangements);
Termination Date	the day on which the Contract ends, a final payment is made, and no further exchanges will occur;
Termination Notice	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract (or any part thereof) on a specified date;
The Statistics Board	the independent, non-Ministerial government department created by the Statistics and Registration Services Act to safeguard the quality of all official statistics, acting as the legal entity with responsibility for the Office for National Statistics, its executive office;
Third Party	any contractor supplying goods or services to the AUTHORITY, other than the CONTRACTOR and any other contractor supplying any Services (directly or indirectly) in accordance with the terms of this Contract;
Transferrable Assets	those of the Exclusive CONTRACTOR Assets which are capable of legal transfer to the AUTHORITY;

Transferring Assets	has the meaning given to it in Paragraph 8.2 of Part A of Schedule 12 (Exit Arrangements);
Transferring Employees	those employees of the CONTRACTOR or any Sub-Contractor who are assigned to the provision of the Service or a relevant part of the Services whose contract of employment (or Employment Liabilities in respect of whom) will be transferred to the AUTHORITY or a Replacement Contractor or a Replacement Sub-Contractor pursuant to TUPE on expiry or termination of this Contract and whose name is set out in the Final CONTRACTOR Personnel List;
Trial	means the trialling of new Services, services or service delivery mechanisms, which may be subsequently introduced under Schedule 15 (Contract Variations);
TUPE	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) as amended, re-enacted or consolidated from time to time and or any other regulations enacted for the purpose of implementing the Directive into English law;
Value for Money	the optimum combination of whole-life cost and quality to meet the AUTHORITY's requirements;
Variation or Vary	means any variation to the Services following the Variation Process, including, but not limited to, removing Services, adding new Services, increasing or decreasing Services or changing the locations where the Services are to be provided; or any variation to the Contract Price;
Variation Process	the procedures for varying this Contract set out in Clause 46, using the form set out in Schedule 15 (Contract Variations) of this Contract;
VAT	value added tax as provided for in the Value Added Tax Act 1994;

VCSE	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
Welsh Language Scheme	The AUTHORITY'S Welsh Language Scheme, which is available at https://www.ons.gov.uk/file?uri=/aboutus/transparencyandgovernance/freedomofinformationfoi/ourwelshlanguagescheme/welshlanguagescheme.pdf ;
Working Day	any day other than a Saturday, Sunday or public holiday in England and Wales.
Zero Hours Contract	has the meaning set out at 27A of the Employment Rights Act 1996
Zero Hours Contract Guidance	means the Zero Hours Contract Guidance for Employers published by the Department for Business, Energy and Industrial Strategy on 15 October 2015, as updated from time to time

2 Due Diligence

2.1 The CONTRACTOR acknowledges that the AUTHORITY has delivered or made available all information and documents that the CONTRACTOR considers either necessary or relevant for the performance of its obligations under this Contract (including all information and documents requested by the CONTRACTOR) ("**Due Diligence Information**") and consequently the CONTRACTOR shall be deemed to have:

- (a) satisfied itself of all details relating to the nature of the AUTHORITY'S Requirements;
- (b) satisfied itself as to the ownership, functionality, capacity, condition and suitability for use in the Services of the Assets;
- (c) gathered all information necessary regarding existing contracts for the supply of relevant services which may be novated to, assigned to, or managed by the CONTRACTOR under this Contract; and
- (d) raised all relevant due diligence questions with the AUTHORITY before the Commencement Date and as part of the process to have advised the AUTHORITY of a timetable for any required actions and the costs of those actions.

2.2 The CONTRACTOR further acknowledges that the Due Diligence Information, together with the CONTRACTOR's own expertise and working knowledge of the AUTHORITY's operations, are sufficient to enable the CONTRACTOR to satisfy itself:

- (a) as to the scope and nature of the Services to be provided; and
- (b) that it is able to perform its obligations under and in accordance with this Contract.

2.3 The CONTRACTOR shall not be entitled to any additional payment nor be excused from any liability under this Contract and has no right to make a claim against the AUTHORITY as a result of:

- (a) the CONTRACTOR having failed to inspect the Premises or failed to notify the AUTHORITY in accordance Clause A2.1(d);
- (b) the CONTRACTOR misinterpreting any matter or fact relating to the AUTHORITY's Requirements, or the functions, facilities, condition or capabilities of the Premises, or Assets; or
- (c) the CONTRACTOR having failed to review the Due Diligence Information or any documents referred to in the Due Diligence Information.

2.4 All liability on the part of the AUTHORITY in connection with the content of any Due Diligence Information, or associated with any representations or statements, is excluded to the extent permitted by law, except to the extent of any fraudulent representation.

2.5 The CONTRACTOR shall be responsible for the accuracy of all drawings, documentation and information supplied to the AUTHORITY by the CONTRACTOR and shall pay the AUTHORITY any extra costs occasioned by any discrepancies, errors or omissions in such drawings, documentation and information.

3 Contract Period and Extension of Contract

3.1 This Contract and the rights and obligations of the Parties under it shall take effect on the Commencement Date and continue until the Expiry Date, unless terminated at an earlier date by operation of Law or in accordance with the terms of this Contract (the "**Contract Period**").

3.2 The AUTHORITY may at its discretion extend the Expiry Date for a further period of up to twenty-four (24) months by giving the CONTRACTOR no less than two (2) months prior written notice. The AUTHORITY and the CONTRACTOR shall then negotiate in good faith to agree on

the terms of the extension and any impact this may have on the fees and expenses charged by CONTRACTOR to AUTHORITY. Such renegotiation shall follow as a minimum the principles contained in Schedule 3 (Pricing), Schedule 4 (Service Levels) and Schedule 11 (Value for Money) of this Contract and the Open Book Data.

- 3.3 Unless otherwise specified in the Contract, this Contract terms and conditions (including those on pricing), will apply throughout any such extended period.
- 3.4 The CONTRACTOR agrees with effect from the Commencement Date, to provide the Services in accordance with this Contract.
- 3.5 On the Commencement Date the CONTRACTOR shall provide to the AUTHORITY:
 - (a) An executed Guarantee; and
 - (b) An executed copy of the Procurement Challenge Protocol.

4 CONTRACTOR'S Status

- 4.1 In carrying out the Services, the CONTRACTOR, unless otherwise agreed expressly in writing with the AUTHORITY, shall be acting as principal and not as the agent of the AUTHORITY, and the CONTRACTOR shall not (and shall procure that the Staff do not) say or do anything that might lead any other person to believe that the CONTRACTOR is acting as the agent of the AUTHORITY.
- 4.2 Nothing in this Contract shall:
 - (a) be construed as establishing or implying a partnership, a joint venture, or a contract of employment between the AUTHORITY and the CONTRACTOR; or
 - (b) impose any liability on the AUTHORITY in respect of any liability incurred by the CONTRACTOR to any other person.
- 4.3 Save as may be set out in Schedule 12 (Exit Arrangements), the CONTRACTOR shall indemnify and keep indemnified the AUTHORITY, its employees, representatives and agents, and the Crown, against Losses which are incurred by or made against the AUTHORITY, its employees, representatives or agents, or the Crown, arising out of or in connection with any of the Staff asserting that they are an employee of the AUTHORITY or otherwise alleging any breach of any employment related legislation, always provided such Losses are not incurred as a consequence of an act or omission by the indemnified Party.

- 4.4 Under IR35 legislation, the CONTRACTOR acknowledges that HM Revenue and Customs (HMRC) reserve the right to levy any PAYE and ERNIC charge in respect of the Services. Any such charge shall be between the CONTRACTOR and HMRC, and shall be entirely outside the AUTHORITY's jurisdiction.

5 AUTHORITY'S Obligations

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

6 Mistakes in Information

- 6.1 The CONTRACTOR shall be responsible for the accuracy of all drawings, documentation and information supplied to the AUTHORITY by the CONTRACTOR in connection with the supply of the Services and shall pay the AUTHORITY any extra costs occasioned by any discrepancies, errors or omissions therein.
- 6.2 The CONTRACTOR acknowledges that it has satisfied itself of all details relating to the performance of the Services, and shall neither be entitled to any additional payment, nor excused from any liabilities under this Contract if it has misinterpreted any matter or fact relating to the Services.

7 Objectives and Good Faith

- 7.1 Clauses 7.2 to 7.5 are an introduction to this Contract and do not expand the scope of the Parties' obligations under this Contract, nor alter the meaning of the remaining terms and conditions of this Contract.
- 7.2 Subject to Clause 7.1, the Parties agree that the AUTHORITY's objective is to obtain the delivery of an effective, accurate, high quality, cost service, in accordance with the key principles as set out below:
- (a) that the Services shall provide Value for Money;
 - (b) that the Parties shall work together with a goal to deliver to the AUTHORITY a high standard of service;

- (c) that the Parties shall monitor performance against targets with the aim of continuous improvement;
- (d) the development of effective communication between the AUTHORITY and the CONTRACTOR at all levels of the business hierarchy; and
- (e) as appropriate, effecting knowledge transfer to the AUTHORITY.

7.3 The Parties agree that the delivery of the following objectives by the CONTRACTOR (amongst other things) will assist the AUTHORITY in achieving the strategic objectives set out in Clause 7.2:

- (a) flexible, responsive and innovative services that can adapt to reflect future changes in the AUTHORITY's Requirements in a controlled and economic manner, whilst meeting appropriate operational timescales;
- (b) secure services that shall minimise the risk and issues that may affect the continuity of the Services;
- (c) best value and cost-effective services through the most appropriate delivery arrangements that meet the AUTHORITY's Requirements, and at the lowest total cost; and
- (d) operational benefits which obtain performance improvement within agreed budget limits, and innovation where this leads to clear operational benefits.

7.4 The Parties acknowledge that this Contract provides for a productive strategic relationship between the Parties and that this relationship is intended to evolve during the Contract Period for the mutual benefit of the Parties.

7.5 The Parties agree that whenever an issue arises which is not provided for expressly in this Contract, they will work together in good faith to resolve such issues that may arise in a timely, constructive and cost efficient manner, in a manner consistent with the provisions in this Contract and to give maximum effect to the AUTHORITY's objectives.

7.6 Nothing in this Clause 7 is intended to derogate from any right expressly provided to any Party under this Contract.

B THE SERVICES

8 Non-Exclusivity

8.1 The CONTRACTOR agrees that its relationship with the AUTHORITY is not exclusive for all Services and that the AUTHORITY may:

- (a) itself perform part of the services similar to the Services, or additional services;
- (b) contract with any Third Party to perform any part of the services similar to the Services, or for additional services.

8.2 For the avoidance of doubt, the AUTHORITY may exercise its right of Non-Exclusivity under this Clause in the event of the unsatisfactory performance of the CONTRACTOR or where this Contract makes express provisions.

9 The Services

9.1 The CONTRACTOR shall perform the Services commencing on the Commencement Date throughout the entire Contract Period in accordance with this Contract (including to meet the Performance Indicators, the Key Performance Indicators and the Critical Key Performance Indicators) to the reasonable satisfaction of the AUTHORITY whose decision shall be final and conclusive. The AUTHORITY shall have the right to inspect any premises where the Services are being performed and examine the manner in which the CONTRACTOR performs the Services and its obligations under this Contract during normal business hours on reasonable notice.

9.2 The CONTRACTOR shall perform the Services in accordance with the dates and times specified in this Contract and in such a way as to meet the Service Levels. Timely performance of the Services shall be of the essence of this Contract. However, it is understood that CONTRACTOR is not responsible for any delays in the delivery of the Services that were caused by the AUTHORITY's failure to provide necessary information, instructions or materials.

9.3 The AUTHORITY may, by written notice, require the CONTRACTOR to perform the Services in such order as the AUTHORITY may decide. Should this lead to delays in the delivery of the Services, CONTRACTOR shall not be held responsible for such delay. In the absence of such notice, the CONTRACTOR shall submit such detailed programmes of work and progress reports as the AUTHORITY may from time to time reasonably require.

- 9.4 Where the Services include the provision of Data, the CONTRACTOR shall ensure the Data is accurate, complete and provided within the relevant timescales set out in this Contract, or where no timescales are set as soon as practicable on request.
- 9.5 The CONTRACTOR shall have in place, and shall invoke in the event of an emergency, appropriate and timely BCDR Plan to ensure the Services are provided throughout the Contract Period. The CONTRACTOR shall use all reasonable endeavours to comply with any of the AUTHORITY's business continuity procedures, which the AUTHORITY may invoke in the event of an emergency.
- 9.6 The CONTRACTOR shall take account of the role of any other contractors and/or Third Party who may be appointed by the AUTHORITY, and shall:
- (a) co-ordinate and integrate the Services with the services provided by other contractors and/or Third Parties to the extent necessary to ensure the satisfactory completion of the Services;
 - (b) as necessary, regularly liaise with and consult with all other contractors appointed by the AUTHORITY and shall keep the relevant contractors and/or Third Parties fully informed of all matters related to the Services; and
 - (c) attend all meetings in connection with the Services which may be called by any contractor and/or Third Party appointed by the AUTHORITY.
- 9.7 In the provision of the Services, the CONTRACTOR shall have consideration to and shall comply with the Social Value Principles. The CONTRACTOR's compliance with the Social Value Principles shall be taken into account by the AUTHORITY in its determination of the Efficiency Incentive Fund payable to the CONTRACTOR in accordance with Schedule 11 (Value for Money).

10 Standard of Work

- 10.1 The CONTRACTOR shall perform its obligations under this Contract:
- (a) with all reasonable care, skill and diligence;
 - (b) in accordance with Good Industry Practice;
 - (c) in accordance with all applicable Law.

10.2 The CONTRACTOR shall:

- (a) provide the AUTHORITY with such assistance as the AUTHORITY may reasonably require during the Contract Period in respect of the supply of the Services;
- (b) deliver the Services in a proportionate and efficient manner;
- (c) use reasonable efforts to ensure that neither it, nor any of its Affiliates, knowingly brings the AUTHORITY into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the AUTHORITY, regardless of whether or not such act or omission is related to the CONTRACTOR'S obligations under this Contract; and
- (d) gather, collate and provide such information and co-operation as the AUTHORITY may reasonably request for the purposes of ascertaining the CONTRACTOR'S compliance with its obligations under this Contract.

10.3 The introduction of new methods or systems which affect the performance of the Services shall be subject to prior Approval.

10.4 The AUTHORITY may examine Documentation and calculations at any time, but any such examination by the AUTHORITY shall not relieve the CONTRACTOR of any responsibility for the Services to be provided under this Contract. If the CONTRACTOR finds any ambiguity in, or conflict between, any document forming part of the Contract, or in any drawings, information or documents issued by the AUTHORITY in connection with the Contract, then the CONTRACTOR shall notify the AUTHORITY forthwith, who shall issue such instructions as the AUTHORITY considers appropriate.

10.5 When, in providing the Services, the CONTRACTOR is required to report to the AUTHORITY giving recommendations, the CONTRACTOR shall without additional charge and when specifically instructed to do so by the AUTHORITY, make a formal presentation to the AUTHORITY of matters relevant to those recommendations.

10.6 The CONTRACTOR acknowledges and agrees that the AUTHORITY relies on the skill and judgment of the CONTRACTOR in the provision of the Services and the performance of its obligations under this Contract.

11 Service Improvement

- 11.1 The CONTRACTOR shall have an ongoing obligation throughout the Contract Period, to identify new or potential improvements to the Services in accordance with this Clause 11.
- 11.2 The CONTRACTOR shall report on new or potential improvements to the Services, including improvements to the quality, efficiency, security and responsiveness of the Services and any new or potential improvements to operational and technical procedures, BCDR Services, benchmarking methods, Service Levels, performance mechanisms and customer support services in relation to the Services, delivered at a lower cost and/or with greater benefits to the AUTHORITY.

C STAFF

12 Conflicts of Interest

- 12.1 The CONTRACTOR shall take appropriate steps to ensure that neither it nor any the Staff or Sub-Contractors is placed in a position where, in the reasonable opinion of the AUTHORITY, there is or may be an actual conflict, or a potential or perceived conflict, between the pecuniary or personal interests of the CONTRACTOR and the duties owed to the AUTHORITY under this Contract. The CONTRACTOR shall disclose to the AUTHORITY full particulars of any such Conflict of Interest which may arise.
- 12.2 The AUTHORITY reserves the right to terminate this Contract by notice in writing and recover from the CONTRACTOR the amount of any loss resulting from such termination and/or to take such steps it deems necessary to avoid or, as the case may be, remove such Conflict of Interest.
- 12.3 Notwithstanding Clause 12.2, where the AUTHORITY is of the opinion that the Conflict of Interest which existed at the time of the award of this Contract could have been discovered with the application by the CONTRACTOR of due diligence, the AUTHORITY may terminate this Contract immediately and recover from the CONTRACTOR the amount of any loss resulting from such termination.
- 12.4 The provisions of Clause 12.1 shall apply during the Contract Period and for a period of two (2) years after its termination.

13 Performance of the Services on the Premises: Vetting and Security

- 13.1 The AUTHORITY reserves the right to refuse access to the Premises to any of the Staff where it has reasonable grounds for believing that any such person is not a suitable person to be

engaged in the provision of the Services and where practicable shall provide notice in advance of its intention to do so. In this Clause 13.1, "reasonable grounds" means that, in the reasonable opinion of the AUTHORITY, the presence of the person presents a risk to the health, welfare or safety of any other individual or a risk to the performance of the Services in accordance with this Contract, or to the security and integrity of the AUTHORITY.

13.2 The CONTRACTOR shall ensure that, in respect of the Staff who performs the Services on, and/or visits, the Premises ("**On-Site Staff**"):

- (a) such On-Site Staff comply with all measures, rules, regulations and requirements relating to the conduct of On-Site Staff as communicated by the AUTHORITY or of which the CONTRACTOR should reasonably be aware (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or within the boundaries of those Premises;
- (b) such On-Site Staff present documentary proof of their identity and right to work in the UK (a list of acceptable documentation shall be provided by the AUTHORITY on request) on arrival on the Premises for the first day of work; and
- (c) it informs the AUTHORITY of any of On-Site Staff with a disability, injury or condition (or, where applicable, a history of such disability, injury or condition), which may require particular consideration.

14 Staffing Security

14.1 The CONTRACTOR shall ensure that all Staff have gone through appropriate background checks..

14.2 The CONTRACTOR shall ensure that, in respect of any individual so assigned under 14.2 above, it has:

- (a) verified the nationality and immigration status of the individual(s) including an entitlement to undertake the Services),;
- (b) verified the employment and/or academic history of the individual(s) ;
- (c) where appropriate considering the role performed by the relevant Staff, verified the individual(s) criminal record ("unspent" convictions only) using the disclosure and barring service (the "**DBS**");

For the avoidance of doubt, all Staff who are likely to interact face-to-face with participants shall have had a relevant DBS check undertaken. For the purposes of this clause 14.3, Staff shall exclude ONS staff.

- 14.3 If during the Contract Period, the individual obtains a criminal conviction through a court of law (other than for minor road traffic offences), it is the responsibility of the individual and the CONTRACTOR to report the conviction immediately to the AUTHORITY.
- 14.4 The AUTHORITY's requirements above shall be strictly subject to the Rehabilitation of Offenders Act (1974) as amended from time to time.
- 14.5 The CONTRACTOR shall procure that all Staff who will or may in the provision of the Services have access to children or other vulnerable persons:
- (a) obtain standard and enhanced disclosures from the DBS in accordance with Part V of the Police Act 1997 including a check against the adults' barred list or the children's barred list, as appropriate before the CONTRACTOR engages the potential staff or persons in the provision of the Services. The CONTRACTOR shall take all necessary steps to procure that such potential staff or persons obtain standard and enhanced disclosures from the DBS including, without limitation, the CONTRACTOR being registered with the DBS.
- 14.6 The CONTRACTOR shall forward to the AUTHORITY upon request the results of the checks referred to in Clause 14.5 and the CONTRACTOR shall procure that no person who is barred by the DBS or who is found to have any relevant convictions following receipt of standard and enhanced disclosures from the DBS in accordance with Clause 14.5(a), or who fails to obtain standard and enhanced disclosures from the DBS upon request by the CONTRACTOR in accordance with Clause 14.5(a) is employed without the AUTHORITY's Approval.
- 14.7 The CONTRACTOR shall procure that the AUTHORITY is kept advised at all times of any Staff who, subsequent to his/her commencement of the provision of the Services receives a relevant conviction or whose previous relevant convictions become known to the AUTHORITY or whose status changes with the DBS.
- 14.8 The CONTRACTOR shall monitor the level and validity of the checks under this Clause 14 for each member of the Staff.
- 14.9 The CONTRACTOR shall immediately notify the AUTHORITY of any information that it reasonably requests to enable it to be satisfied that the obligations of this Clause 14 have been met.

14.10 The AUTHORITY shall be responsible for maintaining the security of the Premises in accordance with its standard security procedures. The CONTRACTOR shall comply, and shall ensure that the Staff shall comply, with these procedures.

14.11 Upon request, the AUTHORITY shall provide the CONTRACTOR with copies of the AUTHORITY's standard security procedures.

15 Staff Resourcing

15.1 The CONTRACTOR shall:

- (a) ensure that the Staff possess and exercise the qualifications, training, experience and skill necessary for the proper performance of the Services;
- (b) provide, at all times, an adequate number of the Staff required to fulfil its obligations under this Contract;
- (c) use its reasonable endeavours (and shall procure that each Sub-Contractor uses its reasonable endeavours) to ensure continuity of personnel responsible for executing Services;
- (d) replace any Staff as soon as practicable if any Staff have been removed or are unavailable for any reason whatsoever;
- (e) be liable at all times for all acts or omissions of Staff in connection with the Services;
- (f) maintain valid and effective contracts of employment or engagement for the Staff (where those Staff are employees of CONTRACTOR) and comply with all Law relating to employment; and
- (g) comply, where reasonable, with the directions of the AUTHORITY in relation to the functions to be carried out by Staff and shall ensure such compliance from Staff.

15.2 In respect of any Staff engaged under a Zero Hours Contract, the CONTRACTOR shall:

- (a) Follow the Zero Hours Contracts Guidance, including the best practice recommendations set out therein;

- (b) Ensure that no Staff are prevented from attending medical appointments or receiving treatment, by virtue of any requirement (express or implied) to work particular hours; and
- (c) impose equivalent contractual obligations on its Sub-Contractors.

16 Key Personnel

16.1 The Parties have agreed to the appointment of the Key Personnel. The CONTRACTOR acknowledges that its Key Personnel are essential to the fulfilment of its obligations under the Contract, and shall use all reasonable endeavours to ensure that such Key Personnel are used throughout this Contract to perform the Services.

16.2 The CONTRACTOR shall use reasonable efforts to:

- (a) notify the AUTHORITY promptly of the absence of any Key Personnel (other than for short term sickness or holidays of two (2) weeks or less, in which case the CONTRACTOR shall ensure appropriate temporary cover for that key role);
- (b) ensure that any holder of a Key Personnel role is replaced as soon as reasonably possible;
- (c) give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least three (3) Months' notice; and
- (d) ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Services.

16.3 Where instructed by the AUTHORITY, the CONTRACTOR shall provide a list of names of any or all of the Staff, specifying the capacities in which they are so involved, and giving such other particulars and evidence of identity and other supporting evidence as the AUTHORITY may reasonably require.

16.4 The AUTHORITY may also require the CONTRACTOR in writing to remove any Key Personnel and/or other Staff that the AUTHORITY, acting reasonably and with good cause, and having

given, if practicable, due notice and a reasonable period for the CONTRACTOR to remedy the matter, considers not to meet the agreed requirements of the role concerned.

- 16.5 The CONTRACTOR shall pay the cost of any notice, instruction or decision of the AUTHORITY under this Clause 16.

17 Offers of Employment

- 17.1 For the duration of the Contract Period, and for a period of twelve (12) months thereafter, the AUTHORITY and the CONTRACTOR shall not (and the CONTRACTOR shall procure that its Sub-Contractors shall not) employ or offer employment to any of the other Party's staff who have been associated with the procurement, performance and/or the contract management of the Services without the other Party's prior written consent, other than by way of general advertising.

D STATUTORY REGULATIONS & OBLIGATIONS

18 Third Party Rights

- 18.1 Save as set out in Clause 18.2, a person who is not a Party to this Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written consent of both Parties. This Clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.
- 18.2 The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to Clause K69 and Schedule 12 (Exit Arrangements) to the extent necessary so that any Replacement Contractor and/or any Replacement Contractor Sub-Contractor shall have the right to enforce the obligations owed to, and indemnities given to the AUTHORITY and the Replacement Contractor and the Replacement Contractor Sub-Contractor by the CONTRACTOR under that Clause K69 and Schedule 12 (Exit Arrangements) in its own right pursuant to Section 1 (1) of the contracts (Rights of Third Parties) Act 1999.
- 18.3 No consent of any third party is necessary for any rescission, variation (including any release or compromise in whole or in part of liability) or termination of this Contract or any one or more Clauses of it.

19 Prevention of Fraud

- 19.1 The CONTRACTOR shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by the Staff and the CONTRACTOR's shareholders (where relevant) and directors in connection with the receipt of monies from the AUTHORITY.
- 19.2 The CONTRACTOR shall notify the AUTHORITY immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur save where complying with this provision would cause the CONTRACTOR or the Staff to commit an offence under the Proceeds of Crime Act 2002.
- 19.3 If the CONTRACTOR or the Staff commits any Fraud in relation to this or any other contract with a Contracting Authority or the AUTHORITY, the AUTHORITY may:
- (a) terminate this Contract with immediate effect by giving the CONTRACTOR notice in writing; and/or
 - (b) recover in full from the CONTRACTOR and the CONTRACTOR shall on demand indemnify the AUTHORITY in full from any loss sustained by the AUTHORITY as a consequence of any breach of this Clause including any costs reasonably incurred by the AUTHORITY for making other arrangements for the supply of the Services and any additional expenditure incurred by the AUTHORITY until the Expiry Date.

20 Prevention of Bribery and Corruption

- 20.1 The CONTRACTOR shall not:
- (a) offer or give, or agree to give, to any employee, agent, servant or representative of the AUTHORITY, or other Contracting Authority, or any other public body or person employed by or on behalf of the AUTHORITY, any gift or other consideration of any kind which could act as an inducement or a reward for any act or failure to act in relation to this Contract; or
 - (b) engage in and shall ensure that the CONTRACTOR's Staff shall not commit, in connection with this Contract, a Prohibited Act under the Bribery Act 2010, or any other relevant laws, statutes, regulations or codes in relation to bribery and anti-corruption.

20.2 The CONTRACTOR warrants, represents and undertakes that it has not:

- (a) paid commission or agreed to pay commission to the AUTHORITY or any Contracting Authority or any other public body or any person employed by or on behalf of the AUTHORITY, or any Contracting Authority or any public body in connection with this Contract unless details of any such arrangement have been disclosed in writing to the AUTHORITY before execution of this Contract; or
- (b) entered into this Contract with knowledge, that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the AUTHORITY or any other Contracting Authority, or any other public body or any person employed by or on behalf of the AUTHORITY in connection with this Contract, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the AUTHORITY before execution of this Contract.

20.3 The CONTRACTOR shall:

- (a) in relation to this Contract, act in accordance with the Ministry of Justice Guidance pursuant to Section 9 of the Bribery Act 2010;
- (b) immediately notify the AUTHORITY if it suspects or becomes aware of any breach of this Clause 20;
- (c) respond promptly to any of the AUTHORITY's enquiries regarding any breach, potential breach or suspected breach of this Clause 20 and the CONTRACTOR shall co-operate with any investigation into the same and allow the AUTHORITY to audit the CONTRACTOR's books, records and any other relevant documentation in connection with any such breach;
- (d) if so required by the AUTHORITY, within twenty (20) Working Days of the Commencement Date, and annually thereafter, certify to the AUTHORITY in writing of the compliance with this Clause 20 by the CONTRACTOR and the Staff supplying the Services in connection with this Contract. The CONTRACTOR shall provide such supporting evidence of compliance as the AUTHORITY may reasonably request; and
- (e) have, maintain and enforce an anti-bribery policy (which shall be disclosed to the AUTHORITY on request) to prevent it and any of the Staff from committing a Prohibited Act.

20.4 If the CONTRACTOR or the Staff, in all cases whether or not acting with the CONTRACTOR's knowledge breaches:

- (a) this Clause 20; or
- (b) the Bribery Act 2010 in relation to this Contract or any other contract with the AUTHORITY or Contracting Authority or any other public body or any person employed by or on behalf of the AUTHORITY or a public body in connection with this Contract,

the AUTHORITY shall be entitled to terminate this Contract by written notice with immediate effect.

20.5 Without prejudice to its other rights and remedies under this Clause 20, the AUTHORITY shall be entitled to recover in full from the CONTRACTOR and the CONTRACTOR on demand shall indemnify the AUTHORITY in full from and against:

- (a) the amount of value of any such gift, consideration or commission; and
- (b) any other loss sustained by the AUTHORITY in consequence of any breach of this Clause.

21 Equality, Diversity, Non-Discrimination & Modern Slavery

21.1 In fulfilling this Contract the CONTRACTOR shall, and shall ensure that the Staff shall:

- (a) not unlawfully discriminate either directly or indirectly or by way of victimisation or harassment within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in age, disability, gender reassignment, marriage and civil partnerships, pregnancy, paternity and maternity, race, religion or belief, sex or sexual orientation or otherwise) and shall take all reasonable steps to ensure that the Staff similarly do not unlawfully discriminate;
- (b) without prejudice to the generality of Clause 21.1, not unlawfully discriminate within the meaning and scope of the Equality Act 2010 and all other relevant legislation and any statutory modification or re-enactment of such legislation;
- (c) where in connection with the Contract, the CONTRACTOR, or the Staff are required to carry out work on the AUTHORITY's Premises or alongside the AUTHORITY's employees on any other premises, comply with the AUTHORITY's own employment

policy and codes of practice relating to equality and diversity in the workplace, copies of which are available on request;

- (d) in the event that the CONTRACTOR enters into any Sub-Contract or linked agreement in connection with this Contract or any aspect of the Services provided under it, impose equality and diversity obligations on its Sub-Contractors and other associates in terms substantially similar to those contained in this Contract; and
- (e) comply with the Welsh Language Act 1993 and the AUTHORITY's Welsh Language Scheme (as amended from time to time), a copy of which is available on the AUTHORITY's website, as if it were the AUTHORITY to the extent that the same relate to the provision of the Services to the public in Wales.

21.2 The CONTRACTOR, or any of the Staff, may be asked to provide information on the diverse make up of their organisation and their approach to equality and diversity, i.e. the difference equality and diversity makes to the way they run their business.

21.3 The CONTRACTOR shall take all reasonable steps to secure the observance of this Clause by all Staff and shall comply with any AUTHORITY's policy on the matters set out in this Clause, as reasonably directed by the AUTHORITY.

21.4 The CONTRACTOR shall ensure that its officers, employees, Sub-Contractors and other persons associated with it, complies with the Modern Slavery Act 2015 and any anti-slavery and human trafficking policy that the AUTHORITY has in place.

21.5 The CONTRACTOR represents and warrants that, at the date of this Contract, neither the CONTRACTOR nor any of the Staff:

- (a) has been convicted of any offence involving slavery and human trafficking anywhere in the world; and/or
- (b) has been or is or has been notified that it may be the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or Regulatory Body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

21.6 The CONTRACTOR shall indemnify the AUTHORITY against any Losses incurred by, or awarded against, the AUTHORITY as a result of any breach by the CONTRACTOR of the Modern Slavery Act 2015.

21.7 Each Party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements within Clause 21.

21.8 The AUTHORITY may terminate this Contract with immediate effect by giving written notice to the CONTRACTOR if the CONTRACTOR commits a breach or suspected breach of the sub-clauses within Clause 21.

22 Health and Safety

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

22.2 The CONTRACTOR shall (and shall procure that the Sub-Contractors shall) co-operate fully with the reasonable requests of the AUTHORITY (or its representatives) in relation to compliance with health and safety under this Contract and provide access to:

- (a) all areas considered relevant in the reasonable opinion of the AUTHORITY in this regard;
- (b) health and safety documentation; to include task specific risk assessments and method statement;
- (c) welfare facilities;
- (d) accident records;
- (e) training records and certificates;
- (f) Equipment inspection records; and
- (g) statutory registers and notices, plant and equipment for the purpose of inspection.

22.3 Each Party shall notify the other promptly of any health and safety hazards or incidents in relation to the Premises which may arise in connection with the performance of this Contract and take measures that address those hazards prior to the commencement of any relevant Services.

23 Promoting Tax Compliance

23.1 If, at any point during the Contract Period, an Occasion of Tax Non-Compliance occurs, the CONTRACTOR shall:

- (a) notify the AUTHORITY in writing of such fact within 5 Working Days of its occurrence; and
- (b) promptly provide to the AUTHORITY:
 - (i) details of the steps which the CONTRACTOR is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (ii) such other information in relation to the Occasion of Tax Non-Compliance as the AUTHORITY may reasonably require.

24 Income Tax and National Insurance Contributions

24.1 Where the CONTRACTOR or any Staff are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the CONTRACTOR shall:

- (a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
- (b) indemnify the AUTHORITY against 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 provision of the Services by the CONTRACTOR or any Staff.

E CHARGES, PAYMENT AND TAXATION

25 Charges

25.1 In consideration of the CONTRACTOR carrying out its obligations under this Contract, including the provision of the Services, the AUTHORITY shall pay undisputed invoices for the Charges in accordance with the payment profile and the invoicing procedure as set out in Schedule 3

(Pricing). In the event that the AUTHORITY in good faith disputes any invoice it shall nonetheless pay the undisputed portion of the invoice in accordance with this Clause.

25.2 Unless otherwise specified in the Contract, the Contract Price shall remain firm for the duration of the Contract.

25.3 The CONTRACTOR acknowledges that the Charges cover all of the CONTRACTOR's obligations under this Contract and save for any express written Contract otherwise any Variation and/or Changes to the Services and Charges agreed through the Variation Process as set out in Clause H46, no additional charges or fees may be made in relation to the performance of the Services.

25.4 Unless otherwise expressly agreed, the AUTHORITY shall not be required to pay any incidental expenses that the CONTRACTOR incurs in providing the Services (including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Staff, network or data interchange costs or other telecommunications charges). In the event that the AUTHORITY agrees to reimburse essential travel and accommodation expenses incurred by the CONTRACTOR, these expenses (unless otherwise specified in the Contract) shall be:

- (a) reasonably and necessarily incurred as a result of carrying out the Services;
- (b) incurred with due regard to economy;
- (c) charged at cost (subject to the limitations of (f) below);
- (d) paid on proof of occurrence;
- (e) detailed separately on the relevant invoice;
- (f) subject to the AUTHORITY's terms and conditions, and current rates, on travel and subsistence; and
- (g) agreed in advance with the AUTHORITY.

25.5 The Charges are exclusive of VAT. VAT, where applicable and at the appropriate rate, shall be shown separately on all invoices.

26 Payment and Tax

- 26.1 Unless otherwise specified in Schedule 3 (Pricing), the CONTRACTOR shall submit an invoice on completion of the Services, and payment shall be made within thirty (30) days of receipt of a valid invoice, subject to the Services having been completed to the reasonable satisfaction of the AUTHORITY. The standards for satisfactory delivery shall include, but are not limited to, overall quality, presentation and timeliness.
- 26.2 Each invoice shall contain all appropriate references (including any purchase order number supplied by the AUTHORITY) and a detailed breakdown of the Services, and shall be supported by any other documentation reasonably required by the AUTHORITY to substantiate the invoice.
- 26.3 The CONTRACTOR should provide statements listing invoices still awaiting payment by the AUTHORITY on a monthly basis to the AUTHORITY to aid reconciliation of AUTHORITY purchase orders to CONTRACTORS invoices.
- 26.4 Interest shall be payable on the late payment of any undisputed sums properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 26.5 If the CONTRACTOR enters into a supply contract or a Sub-Contract in connection with the Contract, it shall ensure that a term is included in the supply contract or Sub-Contract which requires the CONTRACTOR to pay the Sub-Contractor or supplier within a specified period, not exceeding thirty (30) days from the date of receipt and agreement of a valid invoice as defined by the terms of the supply contract or Sub-Contract.
- 26.6 Tax, where applicable, shall be shown as a strictly net extra charge.
- 26.7 The CONTRACTOR shall be responsible at all times for payment of Taxes and dues to the appropriate government bodies and warrants that it shall continuously indemnify and hold the AUTHORITY harmless for:
- (a) all liabilities for PAYE, ERNIC or other taxes and deductions which may become payable as a result of payments made to the CONTRACTOR by the AUTHORITY under this Contract; and
 - (b) all liabilities for the CONTRACTOR's failure to account for or to pay for any VAT relating to payments made under this Contract.

- 26.8 All sums payable by the AUTHORITY to the CONTRACTOR under this Contract shall be paid subject to all deductions or withholdings (including Tax) as required by law and the AUTHORITY shall not be liable to pay to the CONTRACTOR any increased amounts in respect of, or as compensation for, any amounts so withheld.
- 26.9 The AUTHORITY shall not be liable for any charges levied by the CONTRACTOR or the Staff for any work carried out, or purchases made, by the CONTRACTOR, or the Staff, except where the work, or purchases, has been formally ordered in writing in advance by the AUTHORITY's Representative.
- 26.10 The AUTHORITY may reduce payment in respect of any Services which the CONTRACTOR has either failed to provide, or has provided inadequately, without prejudice to any other rights or remedies of the AUTHORITY.
- 26.11 The CONTRACTOR shall not suspend the supply of the Services unless the CONTRACTOR is entitled to terminate this Contract under Clause 61 (Termination on Default) for failure to pay undisputed sums of money.

27 Recovery of Sums Due

- 27.1 Wherever any sum of money is recoverable from or payable by the CONTRACTOR under this Contract (including any sum which the CONTRACTOR is liable to pay to the AUTHORITY in respect of any Default of the Contract), the AUTHORITY may deduct that sum from any sum then due, or which at any later time may become due, to the CONTRACTOR under this Contract or any other contract with the AUTHORITY or with any department, agency or authority of the Crown, provided that the AUTHORITY gives ten (10) Working Days, notice that it intends to exercise such right.
- 27.2 Any overpayment by the AUTHORITY to the CONTRACTOR shall be a sum of money recoverable by the AUTHORITY from the CONTRACTOR.
- 27.3 The CONTRACTOR shall make any payments due to the AUTHORITY without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the CONTRACTOR has a valid court order requiring an amount equal to such deduction to be paid by the AUTHORITY to the CONTRACTOR.

28 Financial Distress Events

- 28.1 In relation to Financial Distress Events, the Parties shall comply with the provisions of Schedule 19 (Financial Distress Events).

F PROTECTION OF INFORMATION

29 Data Protection Act

- 29.1 Both Parties will duly observe all their obligations under the Data Protection Act 2018 which arise in connection with this Contract.
- 29.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the AUTHORITY together with Oxford University is the joint Controller and the CONTRACTOR is the Processor. The only processing that the CONTRACTOR is authorised to do is listed in Schedule 21 (Description of Data Processing Activities) by the AUTHORITY and may not be determined by the CONTRACTOR.
- 29.3 The CONTRACTOR shall notify the AUTHORITY immediately if it considers that any of the AUTHORITY's instructions infringe the Data Protection Legislation.
- 29.4 The CONTRACTOR shall provide all reasonable assistance to the AUTHORITY in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the AUTHORITY, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 29.5 The CONTRACTOR shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- (a) process that Personal Data only in accordance with Schedule 21 (Description of Data Processing Activities), unless the CONTRACTOR is required to do otherwise by Law. If it is so required the CONTRACTOR shall promptly notify the AUTHORITY before processing the Personal Data unless prohibited by Law;

- (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the AUTHORITY as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:
 - (i) the Staff do not process Personal Data except in accordance with this Contract (and in particular Schedule 21 (Description of Data Processing Activities));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any the Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the CONTRACTOR's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the CONTRACTOR or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and that they must not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the AUTHORITY or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the European Economic Area unless the following conditions are fulfilled:
 - (i) the CONTRACTOR has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37);

- (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the CONTRACTOR complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the AUTHORITY in meeting its obligations); and
 - (iv) the CONTRACTOR complies with any reasonable instructions notified to it in advance by the AUTHORITY with respect to the processing of the Personal Data; and
- (e) at the written direction of the AUTHORITY, delete or return Personal Data (and any copies of it) to the AUTHORITY on termination of this Contract unless the CONTRACTOR is required by Law to retain the Personal Data.

29.6 Subject to Clause 29.7, the CONTRACTOR shall notify the AUTHORITY immediately if it:

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

29.7 The CONTRACTOR's obligation to notify under Clause 29.6 shall include the provision of further information to the AUTHORITY in phases, as details become available.

29.8 Taking into account the nature of the processing, the CONTRACTOR shall provide the AUTHORITY with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 29.6 (and insofar

as possible within the timescales reasonably required by the AUTHORITY) including by promptly providing:

- (a) the AUTHORITY with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the AUTHORITY to enable the AUTHORITY to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the AUTHORITY, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) reasonable assistance as requested by the AUTHORITY following any Data Loss Event; and
- (e) reasonable assistance as requested by the AUTHORITY with respect to any request from the Information Commissioner's Office, or any consultation by the AUTHORITY with the Information Commissioner's Office.

29.9 The CONTRACTOR shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the CONTRACTOR employs fewer than 250 staff, unless:

- (a) the AUTHORITY determines that the processing is not occasional;
- (b) the AUTHORITY determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the AUTHORITY determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

29.10 The CONTRACTOR shall allow for audits of its Personal Data processing activities by the AUTHORITY or the AUTHORITY's designated auditor, upon reasonable advance written notice by the AUTHORITY unless urgency provisions require otherwise.

29.11 The CONTRACTOR shall designate a data protection officer if required by the Data Protection Legislation.

29.12 Before allowing any Sub-processor other than CONTRACTOR's Affiliates to process any Personal Data related to this Contract, the CONTRACTOR shall:

- (a) notify the AUTHORITY in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the AUTHORITY;
- (c) enter into a written agreement with the Sub-processor which provide for a similar standard for data protection requirements as set out in this Clause 29; and
- (d) provide the AUTHORITY with such information regarding the Sub-processor as the AUTHORITY may reasonably require.

29.13 The CONTRACTOR shall remain fully liable for all acts or omissions of any Sub-processor.

29.14 The AUTHORITY may, at any time notify the CONTRACTOR in writing as soon as is reasonably possible of a change of controller.

29.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The AUTHORITY may on not less than 30 Working Days' notice to the CONTRACTOR amend this Contract; to ensure that it complies with any guidance issued by the Information Commissioner's Office.

30 AUTHORITY Data

30.1 The CONTRACTOR shall not delete or remove any proprietary notices contained within or relating to the AUTHORITY's Data.

30.2 The CONTRACTOR shall not store, copy, disclose, or use the AUTHORITY's Data except as necessary for the performance by the CONTRACTOR of its obligations under this Contract or as otherwise expressly authorised in writing by the AUTHORITY.

30.3 To the extent that AUTHORITY's Data is held and/or processed by the CONTRACTOR, the CONTRACTOR shall supply the AUTHORITY's Data to the AUTHORITY as requested by the AUTHORITY in the format specified in this Contract.

30.4 The CONTRACTOR shall take responsibility for preserving the integrity of AUTHORITY Data and preventing the corruption or loss of AUTHORITY Data.

- 30.5 The CONTRACTOR shall perform secure back-ups of all AUTHORITY Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the BCDR Plan. The CONTRACTOR shall ensure that such back-ups are available to the AUTHORITY at all times upon request, and without additional cost to the AUTHORITY.
- 30.6 The CONTRACTOR shall ensure that any system on which the CONTRACTOR holds any AUTHORITY Data, including back-up data, is a secure system that complies with Good Industry Practice.
- 30.7 If the AUTHORITY Data is corrupted, lost or sufficiently degraded as a result of the CONTRACTOR's Default so as to be unusable, the AUTHORITY may:
- (a) require the CONTRACTOR (at the CONTRACTOR's expense) to restore or procure the restoration of AUTHORITY Data; and/or
 - (b) itself restore or procure the restoration of AUTHORITY Data, and shall be repaid by the CONTRACTOR for any reasonable expenses incurred in doing so.
- 30.8 If at any time the CONTRACTOR suspects or has reason to believe that AUTHORITY Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the CONTRACTOR shall notify the AUTHORITY immediately and inform the AUTHORITY of the remedial action the CONTRACTOR proposes to take.

31 Official Secrets Act

- 31.1 The CONTRACTOR shall comply with, and shall ensure that the Staff comply with the provisions of:
- (a) the Official Secrets Acts 1911 to 1989; and
 - (b) Section 182 of the Finance Act 1989.
- 31.2 In the event that the CONTRACTOR or the Staff fail to comply with this Clause, the AUTHORITY reserves the right to terminate this Contract by giving notice in writing to the CONTRACTOR.

32 Confidential Information

- 32.1 Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the CONTRACTOR acknowledges that any Confidential Information obtained from or relating to the Crown, its employees, representatives or agents is the property of the Crown.
- 32.2 In the event that the CONTRACTOR fails to comply with this Clause 32, the AUTHORITY reserves the right to terminate this Contract with immediate effect by notice in writing.
- 32.3 Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:
- (a) treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly;
 - (b) not disclose any Confidential Information belonging to the other Party to any third party without the prior written consent of the other Party (except that CONTRACTOR may share such Confidential Information with its Affiliates to the extent required to enable it to provide the Services under this Contract or as needed in the normal course of running its business ; and
 - (c) immediately notify the other Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the other Party's Confidential Information.
- 32.4 The CONTRACTOR shall (and shall procure that the Sub-Contractors shall):
- (a) implement security practices against any unauthorised copying, use, disclosure (whether oral, in writing or in any other form), access and damage or destruction of AUTHORITY Confidential Information including the implementation of and compliance with those security requirements relating to the AUTHORITY Confidential Information as set out in the Security Policy or as otherwise notified by the AUTHORITY from time to time; and
 - (b) ensure that all copies of Confidential Information which contain Protectively Marked Information shall be clearly marked in accordance with the security classification set out in this Contract or as notified by the AUTHORITY from time to time.

- 32.5 With respect to all Confidential Information belonging to one Party or obtained from that Party in connection with the Contract, the other Party shall:
- (a) only request the minimum Confidential Information needed for the purposes of this Contract;
 - (b) ensure the Confidential Information is given only to such of the Staff and Sub-Contractors as is strictly necessary for the performance of the Services and only to the extent necessary for the performance of the Services;
 - (c) ensure the Confidential Information is treated as confidential and not disclosed (without prior Approval) or used by its directors, employees, representatives, agents and Sub-Contractors other than for the purposes of this Contract; and
 - (d) ensure that, upon completion of the Services, the information is either returned to the originating Party or disposed of, in a manner specified by that Party, except that either Party may retain one copy of the Confidential Information to the extent required by Law or in order to evidence compliance with the terms of this Contract.
- 32.6 The CONTRACTOR shall not use, and shall ensure that the CONTRACTOR's Staff shall not use, any Confidential Information for the solicitation of business from the AUTHORITY or another part of the Crown by the CONTRACTOR or by the CONTRACTOR's Staff or by any third party.
- 32.7 Where it is considered necessary in the opinion of the AUTHORITY, the CONTRACTOR shall sign, and ensure that the CONTRACTOR's Staff shall sign, a confidentiality undertaking or data access Contract before commencing work in connection with this Contract.
- 32.8 The provisions of this Clause 32 shall not apply to any information (within the definition of Confidential Information) which must be disclosed in accordance with any statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, or EIR pursuant to Clause 35 (Freedom of Information).
- 32.9 Nothing in this Clause shall prevent the AUTHORITY from disclosing any Confidential Information (including the Management Information obtained under Clause 53):
- (a) for the purpose of the examination and certification of the AUTHORITY's account or for any examination under the National Audit Act 1983;

- (b) to any Crown Body or any other Contracting Authority. Any government departments or Contracting Authorities receiving such Confidential Information shall be entitled to disclose further the Confidential Information to other government departments or Contracting Authorities on the basis that it is confidential and not to be disclosed to a third party which is not part of any government department or Contracting Authority;
- (c) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
- (d) to the extent that the AUTHORITY (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Contract;
- (f) on a confidential basis to a proposed successor body as defined in Clause 42.15 (Transfer and Sub-Contracting) in connection with any assignment, novation transfer or disposal of any of its rights, obligations or liabilities under this Contract, or successor in title to the AUTHORITY; and/or
- (g) to any consultant, contractor, Third Party or other person engaged in providing any services to the AUTHORITY for any purpose relating to this Contract.

32.10 Nothing in this Clause 32 shall prevent either Party from using any techniques, ideas and know how gained during the performance of this Contract in the course of its normal business, to the extent that this does not relate to a disclosure of Confidential Information or an infringement of any Intellectual Property Right.

33 Security Systems

33.1 The CONTRACTOR shall ensure that no unauthorised person gains access to any Confidential Information, or any AUTHORITY Data, and the CONTRACTOR undertakes to maintain adequate security systems that meet the requirements of professional standards and best practice. Where any Confidential Information belonging to the AUTHORITY, or obtained from the AUTHORITY in connection with the Contract, is used at the CONTRACTOR's premises, the CONTRACTOR shall apply appropriate security arrangements specified by the AUTHORITY, and the AUTHORITY may require the CONTRACTOR to alter these arrangements at any time during the Contract, and in all cases in keeping with Good Industry Practice.

33.2 The CONTRACTOR shall immediately notify the AUTHORITY of any Breach of Security in relation to Confidential Information and all data obtained in the supply of the Services under this Contract and will keep a record of such breaches. The CONTRACTOR shall use its best endeavours to recover such Confidential Information or data, however it may be recorded. The CONTRACTOR shall cooperate with the AUTHORITY in any investigation that the AUTHORITY considers necessary to undertake as a result of any Breach of Security in relation to Confidential Information or data.

34 Right to Publish

34.1 Without prejudice to the AUTHORITY's obligations under the FOIA, neither the CONTRACTOR nor the Staff shall make any press announcements, communicate with representatives of the general or technical press, radio or television or other communications media, or publicise this Contract in any way except with prior written consent of the AUTHORITY, which shall not be unreasonably withheld. If the AUTHORITY intends to do any of the same it shall, where practicable, notify the CONTRACTOR of such intentions and shall take due account of all reasonable representations of the CONTRACTOR in such regards.

34.2 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The AUTHORITY shall be responsible for determining in its absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of the FOIA.

34.3 Notwithstanding any other term of this Contract, the CONTRACTOR hereby gives his consent for the AUTHORITY to publish this Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

34.4 The AUTHORITY may consult with the CONTRACTOR to inform its decision regarding any redactions but the AUTHORITY shall have the final decision in its absolute discretion.

34.5 The CONTRACTOR shall assist and cooperate with the AUTHORITY to enable the AUTHORITY to publish this Contract.

34.6 The CONTRACTOR shall take all reasonable steps to ensure that the Staff comply with this Clause 34.

35 Freedom of Information

- 35.1 The CONTRACTOR acknowledges that the AUTHORITY is subject to the requirements of the FOIA and EIR. The CONTRACTOR shall assist and co-operate with the AUTHORITY (at the CONTRACTOR's expense) to enable the AUTHORITY to comply with any Information disclosure requirements.
- 35.2 The CONTRACTOR shall and shall procure that the Staff shall:
- (a) transfer a Request for Information to the AUTHORITY as soon as is reasonably possible after receipt and, in any event, within two (2) Working Days of receiving a Request for Information;
 - (b) provide the AUTHORITY with a copy of all Information in its possession or power in the form that the AUTHORITY requires within five (5) Working Days (or such other period as the AUTHORITY may specify) of the AUTHORITY requesting that Information; and
 - (c) provide all necessary assistance as reasonably requested by the AUTHORITY to enable the AUTHORITY to respond to a Request for Information within the time for compliance set out in Part 1, Section 10 of the FOIA, or Part 2, Paragraph 5 of the EIR.
- 35.3 The AUTHORITY shall be responsible for determining at its absolute discretion whether any Commercially Sensitive Information or any other Information:
- (a) is exempt from disclosure in accordance with the FOIA or the EIR; and
 - (b) is to be disclosed in response to a Request for Information, and in no event shall the CONTRACTOR respond directly to a Request for Information unless expressly authorised to do so by the AUTHORITY.
- 35.4 Where the AUTHORITY receives a Request for Information that relates to Commercially Sensitive Information the Parties shall comply with the procedure set out below:
- (a) Subject to Clause 35.4(d), the AUTHORITY shall, before making any disclosure of the requested Information and as soon as reasonably practicable after receiving the Request for Information, notify the CONTRACTOR of the receipt of the Request for Information and of the nature and extent of the Information covered by the Request for Information, and whether the AUTHORITY intends to disclose such information. The CONTRACTOR shall be entitled to revert to the AUTHORITY in respect of such intention.

- (b) Following notification under Clause 35.4(a) the CONTRACTOR may make representations in writing to the AUTHORITY as to whether and on what basis the requested Information is covered by an exemption in the FOIA or Environmental Information Regulations and, therefore, should not be disclosed, including, without limitation, any representations as to the balance of the public interests in disclosure and non-disclosure.
 - (c) The AUTHORITY shall reasonably consider any representations and recommendations made by the CONTRACTOR under Clause 35.4(b) before reaching a decision on whether it must and shall disclose the requested Information.
 - (d) Notwithstanding Clause 35.4(b), the AUTHORITY shall not be obliged to notify the CONTRACTOR under that Clause where the AUTHORITY has already decided that it does not intend to disclose the requested Information because the FOIA or the EIR do not apply to the Request for Information or an exemption under the FOIA or EIR can be applied.
 - (e) If the AUTHORITY makes a decision to disclose the requested Information, it shall notify the CONTRACTOR of this decision not less than three (3) Working Days in advance of the disclosure being made.
 - (f) For the avoidance of doubt, nothing in Clause 35.4 prohibits the disclosure of any Information by the AUTHORITY where such disclosure is necessary to comply with the FOIA or the EIR and to that extent the AUTHORITY shall not be in breach of its obligations of confidentiality under Clause 32 (Confidential Information).
 - (g) The Parties acknowledge that the National Audit Office has the right to publish details of this Contract (including Commercially Sensitive Information) in its relevant reports to Parliament.
- 35.5 The CONTRACTOR shall ensure that all information produced in the course of this Contract or relating to this Contract is retained for disclosure and shall permit the AUTHORITY to inspect such records as requested from time to time during the Contract Period and for a period of six (6) years thereafter.
- 35.6 The CONTRACTOR acknowledges that any lists that it provides outlining Confidential Information are of indicative value only, and that the AUTHORITY may nevertheless be obliged to disclose Commercially Sensitive Information in accordance with Clause 35.4.

36 Audit Access/Open Book Accounting

- 36.1 During the term of this Contract and for a period of six (6) years thereafter, the AUTHORITY reserves the absolute right to audit any and all Services provided under this Contract during normal business hours. All audits shall be notified by the AUTHORITY to the CONTRACTOR in advance, and a timescale agreed between the Parties.
- 36.2 The purpose of such audits shall include, but not be limited to:
- (a) verifying the accuracy of Charges;
 - (b) reviewing the integrity, confidentiality and security of the AUTHORITY Data;
 - (c) reviewing the CONTRACTOR's compliance with its obligations under this Contract, including Premises, systems and procedures, quality assurance; and
 - (d) reviewing any books of accounts kept by the CONTRACTOR in connection with the provision of the Services.
- 36.3 For the Contract Period and six (6) years thereafter, the CONTRACTOR will (a) keep and maintain full and accurate records relating to the Services (including financial documents detailing expenditure and income, and to Sub-Contracts), and (b) on request, afford the AUTHORITY or the AUTHORITY's Representatives such access to these records as may be required by the AUTHORITY in connection with the Contract, and will ensure that the terms of its Sub-Contracts permit this access.
- 36.4 For the avoidance of doubt, the AUTHORITY's Representatives for the purposes of this Clause 36 may include (but not be limited to) the AUTHORITY's internal auditors, the Comptroller and Auditor General, representatives of the European Commission, and external security consultants. Any external security consultants need to be subject to confidentiality obligations at least as stringent as set out in this Contract.
- 36.5 Neither the CONTRACTOR nor the CONTRACTOR's Staff will be entitled to reimbursement by the AUTHORITY for any costs or expenses incurred as a result of their compliance with their obligations under this Clause 36. The Parties agree that they shall bear their own respective costs and expenses, unless the audit identifies a material Default by the CONTRACTOR in which case the CONTRACTOR shall reimburse the AUTHORITY for all the AUTHORITY's reasonable costs incurred in the course of the audit.

37 Intellectual Property Rights

37.1 All Intellectual Property Rights in any material (including specifications, instructions, plans, drawings, patents, patterns, models and designs) which is either:

- (a) provided or made available to the CONTRACTOR or the Staff by the AUTHORITY; or
- (b) created by the CONTRACTOR or the Staff in relation to the provision of the Service and provided to the AUTHORITY as a Deliverable under the Contract, ,

is the property of the AUTHORITY. The CONTRACTOR shall not, and shall procure that the Staff shall not, use or disclose any such material without prior Approval, except where it is in the public domain.

37.2 Intellectual Property Rights owned by either Party shall continue to be so owned, and Intellectual Property Rights developed by either Party independently of this Contract or in connection with the Services provided under the Contract but which are not a Deliverable shall be owned by the Party who so developed them. Further, either Party shall own all right, title and interest including the Intellectual Property Rights in and to any improvements, modifications and enhancements made to the foregoing during the term of the Contract..

37.3 Neither the CONTRACTOR, Sub-Contractors nor Staff shall acquire any right, title or interest in or to the Intellectual Property Rights of the AUTHORITY or any of the AUTHORITY's licensors. Except as expressly stated herein, the AUTHORITY shall not acquire any right, title or interest in or to the Intellectual Property Rights of CONTRACTOR or any of CONTRACTOR's licensors.

37.4 Except to the extent that the Services incorporate designs or other materials provided by the AUTHORITY, to the best of CONTRACTOR's knowledge as of the effective date of this Agreement the Services shall not infringe any Intellectual Property Rights of any third party. Subject always to the AUTHORITY's proper observance of its obligations under this Clause 37, the CONTRACTOR shall indemnify and keep indemnified and hold the AUTHORITY and the Crown harmless from and against all Losses which the AUTHORITY or the Crown may suffer, which are incurred by the AUTHORITY or the Crown as a result of any infringement or alleged infringement of any third party Intellectual Property Rights in connection with the AUTHORITY's receipt or possession of the Deliverables or use of the Services. This indemnity shall survive the expiry or termination of this Contract and shall exist for the life of the relevant Intellectual Property Rights. Notwithstanding the foregoing, CONTRACTOR shall have no obligation under this Clause 37 or other liability for any Losses:

- (a) to the extent that any infringement or alleged infringement of third party Intellectual Property Rights is caused by the use of the Services or any Deliverable in combination with any third party or AUTHORITY product or service or other than its intended use;
- (b) to the extent resulting or arising from any instruction, information, design or other materials furnished by AUTHORITY;
- (c) to the extent caused by AUTHORITY's failing to notify CONTRACTOR (in accordance with Clause 37.7) of a third party action, proceeding, or litigation and such failure materially and adversely impacts on the CONTRACTOR's ability to defend or respond to any third party claim; or
- (d) to the extent resulting or arising from AUTHORITY continuing the allegedly infringing activity after being notified thereof and provided with modifications by CONTRACTOR that would have avoided the alleged infringement.

37.5 The CONTRACTOR shall obtain an appropriate license before including, in any Deliverables provided to AUTHORITY any material, which is or may be subject to any third party Intellectual Property Rights. The CONTRACTOR shall either procure that the third party owner of rights grants to the AUTHORITY a non-exclusive licence or, if CONTRACTOR is itself a licensee of those rights, shall grant to the AUTHORITY an authorised sub-licence to use, reproduce, modify, adapt and enhance the material subject to such rights. Such licence shall be perpetual and irrevocable and will be granted at no cost to the AUTHORITY provided that AUTHORITY has complied with its payment obligations towards CONTRACTOR under this Contract..

37.6 The CONTRACTOR shall notify the AUTHORITY, as soon as is reasonably possible, if any claim or demand is made or action brought against the CONTRACTOR for infringement or alleged infringement of any third party Intellectual Property Right which may affect the use of the Services.

37.7 The AUTHORITY shall notify the CONTRACTOR, as soon as is reasonably possible, if any claim or demand is made or action brought against the AUTHORITY to which Clause 37.4 may apply.

37.8 In the case of Clauses 37.6 and 37.7 above, the CONTRACTOR shall, at its own expense, control and conduct all negotiations and any litigation arising in connection with any claim for breach of IPR, provided always that the CONTRACTOR:

- (a) shall inform the AUTHORITY on all substantive issues which arise during the conduct of such litigation and negotiations;

- (b) shall take due and proper account of the interests of the AUTHORITY; and
- (c) shall not settle or compromise any claim without the AUTHORITY's prior written consent (not to be unreasonably withheld or delayed).

37.9 The AUTHORITY shall, at the request of the CONTRACTOR, afford to the CONTRACTOR all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the AUTHORITY or the CONTRACTOR for infringement or alleged infringement of any Intellectual Property Rights in connection with the Services. The CONTRACTOR shall reimburse the AUTHORITY for all costs and expenses (including legal costs and disbursements on a solicitor and client basis) reasonably incurred in so doing.

37.10 The CONTRACTOR shall not make any admissions that may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the AUTHORITY or the CONTRACTOR in connection with the Services.

37.11 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Services, or in the reasonable opinion of the CONTRACTOR is likely to be made, the CONTRACTOR may at its own expense either:

- (a) modify any or all of the Services, without materially reducing their performance and functionality, or substitute services of equivalent performance and functionality for any or all the Services, so as to avoid the infringement or the alleged infringement; or
- (b) procure a licence to supply and perform the Services on terms that are reasonable and acceptable to the AUTHORITY.
- (c) Only if the preceding remedies in Clauses 37.11(a) and 37.11(b) prove impractical or unreasonable, remove the infringing or violative portion and refund to AUTHORITY the applicable fees paid by AUTHORITY for the unused portion of the Service or Deliverable, in which case AUTHORITY will cease all use of the Service or Deliverable and if in AUTHORITY's possession or control, return the same to CONTRACTOR or delete or destroy, as specified by CONTRACTOR.

37.12 RESERVED

37.13 Upon completion of the Services, the CONTRACTOR shall forward or return to the AUTHORITY, as soon as is reasonably possible, all material as defined in this Clause which is held by the CONTRACTOR.

38 Licences Granted by the AUTHORITY

38.1 The AUTHORITY hereby grants to the CONTRACTOR a royalty-free, non-exclusive, non-transferable licence for the Contract Period to use:

- (a) the AUTHORITY's Software;
- (b) the AUTHORITY's documentation, processes and procedures; and
- (c) the AUTHORITY's Data.

38.2 The licence granted in Clause 38.1 is granted solely to the extent necessary for performing the Services in accordance with this Contract. The CONTRACTOR shall not, and shall procure that the Sub-Contractors do not, use the licensed materials for any other purpose or for the benefit of any person other than the AUTHORITY.

38.3 Neither Party shall have any right to use any of the other Party's names, logos nor trade marks on any of its products or services without the other Party's prior written consent.

38.4 In the event of the termination or expiry of this Contract, the licence referred to in Clause 38.1 shall terminate automatically and the CONTRACTOR shall deliver to the AUTHORITY all material licensed to the CONTRACTOR or in the CONTRACTOR's possession or control within ten (10) Working Days.

38.5 The provisions of this Clause 38 shall apply during the Contract Period and indefinitely afterwards.

38.6 The CONTRACTOR shall have no rights to use any of the AUTHORITY's names, logos or trademarks without Approval.

38.7 CONTRACTOR Technology. CONTRACTOR's Intellectual Property Rights shall also include all rights, title and ownership in and to its proprietary systems, platforms and applications (collectively, the "CONTRACTOR Technology"). To the extent that CONTRACTOR provides Services using the CONTRACTOR Technology, AUTHORITY grants to CONTRACTOR all rights necessary to use and manage the data entered into the CONTRACTOR Technology. If permitted under this Contract, pursuant to the terms and conditions of this Contract, AUTHORITY shall have the non-exclusive right, during the term specified in this Contract, to use the CONTRACTOR Technology. Upon expiration or termination of the Contract, AUTHORITY shall immediately cease use of the CONTRACTOR Technology. AUTHORITY shall have no right to use the CONTRACTOR Technology for any purpose other than

specifically allowed under this Contract. CONTRACTOR makes no representations or warranties as to the accuracy of the data entered into the CONTRACTOR Technology. CONTRACTOR does not warrant that use of the CONTRACTOR Technology will be uninterrupted or error free, nor does CONTRACTOR make any warranty as to the results to be obtained from the use of the CONTRACTOR Technology. Except as otherwise stated in this Contract, the CONTRACTOR technology, the Services and the Deliverables delivered hereunder are provided and distributed on an “as is” basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, merchantability or fitness for a particular purpose. Nothing in this clause 38.7 will operate so as to limit the indemnities and provisions in clause 37.

G STANDARDS & POLICIES

39 Security

39.1 Acknowledging that the AUTHORITY places great emphasis on confidentiality and integrity of information, the CONTRACTOR shall at all times provide a level of security which meets any specific security threats to the CONTRACTOR System.

39.2 Without limiting Clause 39.1, the CONTRACTOR shall at all times ensure that the level of security employed in the provision of the Services is in accordance with Good Industry Practice in order to minimise the risk of:

- (a) loss of integrity of AUTHORITY Data;
- (b) loss of confidentiality of AUTHORITY Data;
- (c) unauthorised access to network elements, buildings, and tools used by the CONTRACTOR in the provision of the Services;
- (d) use of the CONTRACTOR System or Services by any third party in order to gain unauthorised access to any computer resource or AUTHORITY Data; and
- (e) loss of availability of AUTHORITY Data due to any failure or compromise of the Services.

39.3 The CONTRACTOR shall develop, implement and maintain a Security Plan to apply during this Contract. The Security Plan shall set out the security measures to be implemented and maintained by the CONTRACTOR in relation to all aspects of the Services and all processes associated with the delivery of the Services, sufficient to comply with:

- (a) data protection compliance guidance which may be provided by the AUTHORITY from time to time;
- (b) minimum set of security measures and standards where the system will be handling Protectively Marked or sensitive information, in accordance with Good Industry Practice;
- (c) appropriate ICT standards for technical countermeasures included in the CONTRACTOR System.

39.4 In addition to Clause 39.3, the CONTRACTOR shall develop within 30 Working Days of the commencement of the Contract, Quality Plans that ensure that all aspects of the Services are the subject of quality management systems.

39.5 The AUTHORITY may carry out audits of the CONTRACTOR's quality management systems (including all relevant Quality Plans and any quality manuals and procedures), in accordance with Clause 36 (Audit Access/Open Book Accounting).

39.6 The CONTRACTOR shall co-operate, and shall procure that its Sub-Contractors co-operate, with the AUTHORITY's monitoring of the performance of the Services.

40 Environment

40.1 The CONTRACTOR shall:

- (a) follow a sound environmental management policy, so that its activities comply in all material respects with all applicable environmental legislation and regulations in force from time to time in relation to the Services, and that its products or services are procured, produced, packaged, delivered and are capable of being used and ultimately disposed of in ways that are appropriate from an environmental protection perspective;
- (b) perform this Contract in accordance with Good Industry Practice, which includes, but is not limited to, the conservation of energy, water, wood, paper and other resources, a reduction in waste, the phasing out of the use of ozone depleting substances and the minimisation of the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment; and
- (c) The CONTRACTOR shall meet all reasonable requests by the AUTHORITY for information evidencing by the CONTRACTOR's compliance with the provisions of this Section G.

41 Standards

- 41.1 The CONTRACTOR shall at all times comply with Good Industry Practice and the provisions of Schedule 14 (Standards) and where applicable shall maintain accreditation with the relevant standards' authorisation body. The CONTRACTOR shall demonstrate compliance should the AUTHORITY so request.
- 41.2 The CONTRACTOR shall discuss with the AUTHORITY any conflict that the CONTRACTOR reasonably believes that there is or will be between any of the standards and any other obligation under this Contract, and shall comply with the AUTHORITY's decision on the resolution of that conflict.

H CONTRACT GOVERNANCE

42 Transfer and Sub-Contracting

- 42.1 The CONTRACTOR shall be at all times the Prime Contractor for all responsibilities and obligations to the AUTHORITY in connection with the Contract, including the acts and omissions of its Sub-Contractors and other Staff.
- 42.2 The CONTRACTOR shall be responsible for entering into any contracts with Sub-Contractors as considered necessary by the CONTRACTOR and shall be responsible for payment of their fees. Any fees or expenses claimable by Sub-Contractors and any costs or responsibilities incurred by the CONTRACTOR in employing Sub-Contractors are considered to be included in this Contract.
- 42.3 The AUTHORITY reserves the right during the Contract Period to propose to the CONTRACTOR to enter into Sub-Contracts with specific Key Sub-Contractors. The CONTRACTOR's approval of such proposal shall not be unreasonably withheld or delayed.
- 42.4 The AUTHORITY may require the CONTRACTOR to terminate:
- (a) a Sub-Contract where:
 - (i) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the AUTHORITY'S right of termination under Clauses 60 and 61;
 - (ii) in the reasonable opinion of the AUTHORITY, the relevant Sub-Contractor or any of its Affiliates has embarrassed the AUTHORITY, any Contracting Authority or any Crown Body or otherwise brought the AUTHORITY, any

Contracting Authority or any Crown Body into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in such entities, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Services or otherwise;

- (b) the relevant Sub-Contractor has failed to comply with the performance of its Sub-Contract with:
 - (i) applicable Laws; and/or
 - (ii) any contractual obligations which have been included in the relevant Sub-Contract including those listed in Clauses 43.1 and 43.2 below;
- (c) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to:
 - (i) a material delay to, or breach of this Contract by the CONTRACTOR; and/or
 - (ii) a breach by the AUTHORITY of any material agreement between the AUTHORITY and any third party in relation to the Services.

42.5 Save as set out otherwise in this Clause 42, this Contract is personal to the CONTRACTOR, who shall not assign, novate, Sub-Contract or otherwise dispose of its rights and obligations under the Contract, in whole or in part, without prior Approval. Sub-contracting any part of this Contract shall not relieve the CONTRACTOR of any of its obligations or duties under this Contract. The AUTHORITY agrees that the CONTRACTOR may use the assistance of its Affiliates to discharge its duties under this Contract.

42.6 Notwithstanding 42.5, the CONTRACTOR may assign to a third party ("**Assignee**") the right to receive payment of the Contract Price or any part thereof due to the CONTRACTOR under this Contract. Any assignment under this Clause 42.6 shall be subject to:

- (a) reduction of any sums in respect of which the AUTHORITY exercises its right of recovery under Clause 27 (Recovery of Sums Due);
- (b) all related rights of the AUTHORITY under this Contract in relation to the recovery of sums due but unpaid; and
- (c) the AUTHORITY receiving notification under Clauses 42.7 and 42.8 .

- 42.7 In the event that the CONTRACTOR assigns the right to receive the Contract Price under Clause 42.6, the CONTRACTOR shall notify the AUTHORITY in writing of the assignment and the date upon which the assignment becomes effective.
- 42.8 The CONTRACTOR shall ensure that the Assignee notifies the AUTHORITY of the Assignee's contact information and bank account details to which the AUTHORITY shall make payment.
- 42.9 If Approval is given in respect of Clause 42.5, the CONTRACTOR shall ensure that any Sub-Contractor has appropriate legal and financial status and is appropriately qualified to perform the Services.
- 42.10 The AUTHORITY may withhold or delay its consent where it considers that:
- (a) the appointment of a proposed Sub-Contractor may prejudice the provision of the Services or may be contrary to the interests of the AUTHORITY; and/or
 - (b) the proposed Sub-Contractor is considered to be unreliable and/or has not provided reasonable services to its other customers.
- 42.11 Upon request, a copy of each Sub-Contract agreed under this Clause 42 shall be sent by the CONTRACTOR to the AUTHORITY as soon as is reasonably possible. AUTHORITY may use the Sub-Contracts only to verify CONTRACTOR's compliance with the terms of this Contract and for no other purpose.
- 42.12 The CONTRACTOR shall not terminate or materially amend the terms of any Sub-Contract insofar as they specifically relate to the sub-contracted services without the AUTHORITY's prior written consent, which shall not be unreasonably withheld or delayed.
- 42.13 The AUTHORITY shall be entitled to:
- (a) assign, novate, Sub-Contract or otherwise dispose of its rights and obligations under this Contract to any Contracting Authority (including any Replacement Contractor);
 - (b) novate this Contract and any associated third party licences to any successor to the AUTHORITY following a reorganisation within government or to any body other than a Contracting Authority in order substantially to perform any of the functions that previously had been performed by the AUTHORITY;
 - (c) novate this Contract to any private sector body which substantially performs the AUTHORITY's functions; or

- (d) assign, novate, Sub-Contract or otherwise dispose of its rights and obligations under this Contract to any other person with the prior written consent (not to be unreasonably withheld) of the CONTRACTOR,

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

42.14 Any change in the AUTHORITY's legal status such that it ceases to be a Contracting Authority shall not, subject to Clause 42.13, affect the validity of this Contract. In such circumstances, this Contract shall bind and inure to the benefit of any successor body to the AUTHORITY.

42.15 If the rights and obligations under this Contract are assigned, novated or otherwise disposed of pursuant to Clause 42.10 to a body which is not a Contracting Authority or if there is a change in the legal status of the AUTHORITY that it ceases to be a Contracting Authority (both such bodies referred to in this Clause as the "**Transferee**"):

- (a) the rights of termination of the AUTHORITY in Clauses 60 (Termination on Insolvency or Change of Control) and 61 (Termination on Default) shall be available to the CONTRACTOR in the event of, respectively, the bankruptcy or insolvency, or Default of the Transferee;
- (b) the Transferee shall only be able to assign, novate, or otherwise dispose of its rights and obligations under this Contract or any part thereof with the previous consent in writing of the CONTRACTOR.

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

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

42.18 The CONTRACTOR shall without unreasonable delay notify the AUTHORITY of any change of ownership of:

- (a) the CONTRACTOR;
- (b) a Key Sub-Contractor;
- (c) the Guarantor; or
- (d) any Holding Company of the CONTRACTOR,

which together form the "**Relevant Entities**". An ownership change which is the result of a purely internal reorganisation does not need to be notified to the AUTHORITY. Should the Parent Company become unable to meet its obligations under this Contract as a result of such reorganisation, the CONTRACTOR shall propose a new Parent Company for approval by the AUTHORITY, such approval not to be unreasonably withheld or delayed.

43 Supply chain protection

43.1 The CONTRACTOR shall ensure that all Key Sub-Contracts (which in this sub-clause includes any contract in the CONTRACTOR's supply chain made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract) contain provisions:

- (a) giving the CONTRACTOR a right to terminate the Sub-Contract if the Sub-Contractor fails to comply in the performance of the Sub-Contract with applicable Law;
- (b) requiring the CONTRACTOR or other party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion;
- (c) that if the CONTRACTOR or other party fails to consider and verify an invoice in accordance with sub-paragraph (b), the invoice shall be regarded as valid and undisputed for the purpose of sub-paragraph (c) after a reasonable time has passed
- (d) requiring the CONTRACTOR or other party to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding thirty (30) days of verifying that the invoice is valid and undisputed.

43.2 giving the AUTHORITY a right to publish the CONTRACTOR's compliance with its obligation to pay undisputed invoices within the specified payment period; and **(F) REQUIRING THE SUB-CONTRACTOR TO INCLUDE A CLAUSE TO THE SAME EFFECT AS THIS CLAUSE 43 IN ANY CONTRACTS IT ENTERS INTO WHOLLY OR SUBSTANTIALLY FOR THE PURPOSE OF PERFORMING OR CONTRIBUTING TO THE PERFORMANCE OF THE**

WHOLE OR ANY PART OF THIS CONTRACTThe CONTRACTOR shall ensure that all Key Sub-Contracts include:

- (a) a provision restricting the ability of the Sub-Contractor to sub-contract all or any part of the services provided to CONTRACTOR under the Sub-Contract without first seeking the written consent of the CONTRACTOR; The CONTRACTOR in turn will seek AUTHORITY's approval prior to responding to its Sub-Contractor;
- (b) a term which, upon the AUTHORITY'S request, requires the Sub-Contractor to participate and attend any meetings (whether in person or telephone) with the AUTHORITY;
- (c) provisions such that the Sub-Contract shall not be rescinded, or varied in such a way as to alter or extinguish any rights granted to the AUTHORITY without the prior written consent of the AUTHORITY;
- (d) a provision enabling the CONTRACTOR to assign, novate or otherwise transfer any of its rights and/or obligations under the Sub-Contract to the AUTHORITY or any Replacement Contractor without restriction (including any need to obtain any consent or approval) or payment by the AUTHORITY;
- (e) a requirement that either party to the Sub-Contract may release to the AUTHORITY any of those parts of the Sub-Contract as are necessary to be sufficient to demonstrate compliance with the provisions of this Clause and that any such release shall not amount to a breach of any provision of confidentiality contained within the Sub-Contract;
- (f) a right under the Contracts (Rights of Third Parties) Act 1999 for the AUTHORITY or any other person on behalf of the AUTHORITY to enforce any provisions under the Sub-Contract which are capable of conferring a benefit upon the AUTHORITY;
- (g) a provision enabling the AUTHORITY or any other person on behalf of the AUTHORITY to step-in and perform the Services
- (h) in any Sub-Contract with a Key Sub-Contractor, a provision requiring the Key Sub-Contractor to:
 - (i) promptly notify the CONTRACTOR and AUTHORITY in writing of any of the following of which it is, or ought to be aware:

- (A) the occurrence of a Financial Distress Event in relation to the Key Sub-Contractor; or
- (B) any fact, circumstance or matter of which it is aware which could cause the occurrence of a Financial Distress Event in relation to the Key Sub-Contractor,
- (C) and in any event, provide such notification within five (5) Working Days of the date on which the Key Sub-Contractor first became aware of such; and

43.3 co-operate with the CONTRACTOR and the AUTHORITY in order to give full effect to the provisions of Schedule 19 (Financial Distress) including meeting with the CONTRACTOR and the AUTHORITY to discuss and review the effect of a Financial Distress Event on the continued performance and delivery of the Services, contributing to and complying with any Financial Distress Service Continuity Plan approved by the AUTHORITY pursuant to Schedule 19 (Financial Distress) and providing the information specified in Schedule 19 (Financial Distress).

43.4 The CONTRACTOR shall pay any undisputed sums which are due from it to a Sub-Contractor within 30 days of verifying that the invoice is valid and undisputed and shall regularly report to the AUTHORITY on its compliance with Clause **Error! Reference source not found.**, such reporting to be certified by a director of the CONTRACTOR as being accurate and not misleading.

43.5 Notwithstanding any provision of Clause 32 (Confidential Information) and Clause 34 (Right to Publish), if the CONTRACTOR notifies the AUTHORITY that the CONTRACTOR has failed to pay a Sub-Contractor's undisputed invoice within 30 days of receipt, or the AUTHORITY otherwise discovers the same, the AUTHORITY shall be entitled to publish the details of the late or non-payment (including on government websites and in the press

44 Improving Visibility of Sub-Contract Opportunities Available to SMEs and VCSEs in the Supply Chain

44.1 The CONTRACTOR shall for all Sub-Contracts entered into more than three (3) months following the Commencement Date:

- (a) subject to Clause 44.4, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £50,000 that arise during the Contract Period;

- (b) within 90 days of awarding a Sub-Contract to a Sub-Contractor, update the notice on Contracts Finder with details of the successful Sub-Contractor;
- (c) monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- (d) provide reports on the information at Clause 44.1(c) to AUTHORITY in the format and frequency as reasonably specified by the AUTHORITY; and
- (e) promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

44.2 Each advert referred to at Clause 44.1 above shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the CONTRACTOR.

44.3 The obligation at Clause 44.1 shall only apply in respect of Sub-Contract opportunities arising after the contract award date.

44.4 Notwithstanding Clause 44.1, the AUTHORITY may by giving its prior written approval, agree that a Sub-Contract opportunity is not required to be advertised on Contracts Finder.

45 Waiver

45.1 The rights and remedies provided by this Contract may be waived only by notice to the other Party by the relevant Representative in a manner that expressly states that a waiver is intended.

45.2 The failure of either Party to insist upon strict performance of any part of the Contract, or the failure of either Party to exercise, or delay in exercising, any right or remedy, shall not constitute a waiver of that right or remedy and shall not affect the obligations established by this Contract.

45.3 A waiver of any right or remedy arising from a Default of Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent Default of this Contract.

46 Variation of the Services

46.1 The CONTRACTOR shall not Vary the Services except as directed by the AUTHORITY, but the AUTHORITY reserves the right, in giving reasonable written notice to the CONTRACTOR, to Vary the Services. Any such Variation shall be subject to Variation Process, except in the

event of an emergency where the AUTHORITY may Vary the Services by oral instructions, which will be confirmed in writing according to Clause 52 (Notices).

- 46.2 If, in the opinion of the CONTRACTOR, any Variation of the Services is likely to prevent the CONTRACTOR from fulfilling any of its obligations under the Contract, the CONTRACTOR shall inform the AUTHORITY as soon as is reasonably possible, and the AUTHORITY shall respond within ten (10) Working Days to inform the CONTRACTOR whether or not the Variation shall be carried out or to agree such longer period as may be necessary to proceed to making an instruction. Until the AUTHORITY confirms such instructions in writing, they shall be considered not to have been given. If the AUTHORITY does not make any response within ten (10) Working Days, the Variation shall not be carried out.
- 46.3 In the event of a Variation to the Services, the Contract Price may also be Varied. Where the AUTHORITY requires a Variation to the Services, the CONTRACTOR shall provide the AUTHORITY with an estimate of any resultant variation in the Contract Price, which must be agreed with the AUTHORITY. Any such variation in Contract Price must be an amount that properly and fairly reflects the nature and extent of the Variation. Without prejudice to the above, the rates and prices included in this Contract may be used for calculating variations in price or, alternatively, and at the AUTHORITY's sole discretion, a lump sum may be agreed between the AUTHORITY and the CONTRACTOR. In the event of no agreement between the Parties, the matter shall be determined by negotiation or mediation in accordance with the provisions of Clause 70 (Dispute Resolution).
- 46.4 If the cost to the CONTRACTOR of performing its obligations under this Contract increases or decreases as a result of any new Law made after the commencement of the Contract, then any Variation to the Charges proposed by the CONTRACTOR as a consequence of this Law shall be subject entirely to the AUTHORITY's Approval. No such Variation shall be allowed in relation to any Law made before the commencement of the Contract, or which was made after the commencement of this Contract but made public prior to the commencement of the Contract, and in these instances the impact of any such Variation on the CONTRACTOR's costs shall be considered to have been included in the Charges.
- 46.5 For the avoidance of doubt, Clause 46.4 shall not relieve the CONTRACTOR of any of its responsibilities to comply with any Law.
- 46.6 In proposing any Variation under Clause 46.4, the CONTRACTOR shall have due regard to any adverse financial consequences for the AUTHORITY and shall take all reasonable steps to mitigate their extent.

46.7 The CONTRACTOR shall provide such information as may be reasonably required to enable any Variation to the Contract Price to be calculated.

47 Severability

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

47.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Parties shall commence negotiations in good faith to remedy the invalidity, as soon as is reasonably possible.

48 Remedies in the Event of Inadequate Performance

48.1 If, in the AUTHORITY's reasonable opinion, the CONTRACTOR fails to perform any of the Services in accordance with the Contract, other than failing to meet the Critical KPIs or the KPIs, then the AUTHORITY may, without prejudice to its other rights and remedies, do one or more of the following:

- (a) direct the CONTRACTOR to use all commercially reasonable endeavours to provide all such additional resources as are necessary to remedy such failure as soon as is reasonably possible at no additional charge to the AUTHORITY;
- (b) make such deduction from the payment to be made to the CONTRACTOR as the AUTHORITY shall reasonably determine to reflect sums paid or sums which would otherwise be payable in respect of such of the Services as the CONTRACTOR shall have failed to perform;
- (c) without terminating the Contract, itself make other arrangements (with the CONTRACTOR's reasonable assistance where required by the AUTHORITY) to provide or procure part or all of the Services until such time as the CONTRACTOR shall have shown to the AUTHORITY's reasonable satisfaction that the CONTRACTOR shall once more be able to perform such Services in accordance with this Contract; in which case, the AUTHORITY shall be entitled to recover from the CONTRACTOR the costs (including administration) of making these other arrangements, to the extent that such costs exceed the payment which would otherwise have been payable to the CONTRACTOR for such Services;

- (d) trigger its step-in rights as set out in Clause 50 (Step-In Rights); and/or
- (e) consider that the CONTRACTOR has committed a Default and take such measures it considers appropriate under Clause 60 (Termination on Insolvency or Change of Control) and Clause 61 (Termination on Default).

49 Remedies Cumulative

All remedies available to either Party for Default of this Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be considered an election of such remedy to the exclusion of other remedies (save always that the AUTHORITY shall have no right to receive compensation more than once in respect of a particular claim).

50 Step-In Rights

50.1 If:

- (a) the AUTHORITY reasonably considers that a Default by the CONTRACTOR may create an immediate or serious threat to the business and operational effectiveness of the AUTHORITY;
- (b) the AUTHORITY is entitled to terminate this Contract in accordance with its termination rights;
- (c) an act or omission of the CONTRACTOR or any Sub-Contractor:
 - (i) results in a material interruption or delay in the provision of all or any part of the Services; or
 - (ii) prevents or restricts the AUTHORITY'S performance or delivery of all or any part of the Services or functions to a material extent,

the AUTHORITY may:

- (d) require the CONTRACTOR by notice to take steps as the AUTHORITY considers necessary to mitigate or rectify the circumstances giving rise to the AUTHORITY's right to step-in; and/or

- (e) appoint any person to work alongside the CONTRACTOR (but without diminishing the CONTRACTOR's responsibilities under this Contract) in performing all or a part of the Services (including such of the Services provided by any Sub-Contractor); and/or cooperate fully.

50.2 The AUTHORITY may serve notice (a "Step-in Notice") on the CONTRACTOR. A Step-in Notice shall set out the following:

- (a) the action the AUTHORITY proposes to take and the Services it proposes to control;
- (b) reason and objective for action;
- (c) date proposed to commence action;
- (d) time period for action;
- (e) access to CONTRACTOR and/or Service Sites; and
- (f) From the point where the AUTHORITY has stepped in to take over the affected Services, the AUTHORITY shall not be obliged to pay the Charges in respect of Services subject to required action.

50.3 Subject to any limitation of liability agreed between the Parties in this Contract for the benefit of the CONTRACTOR, the CONTRACTOR shall reimburse the AUTHORITY without delay for all costs and expenses reasonably incurred by it in taking the steps or engaging others to take the steps in this Clause (including the relevant administrative expenses of the AUTHORITY, with an appropriate sum in respect of general staff costs and overheads).

51 Representatives

Each Party shall appoint Representatives with the authority to act on their behalf on matters set out in, or in connection with, this Contract. Either Party may, by written notice to the other Party, revoke or amend the authority of its Representative or appoint a new Representative.

52 Notices

52.1 Unless otherwise specified in the Contract, no notice or other communication from one Party to the other shall have any validity under this Contract unless made in writing by or on behalf of the Party concerned, where "in writing" shall mean by letter (sent by hand or post), or by

electronic mail (confirmed by letter), sent to the addressee of the Party as specified on page 1 of this Contract.

52.2 Provided the relevant notice or communication is not returned as undelivered, it shall be considered to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours in the case of electronic mail, or sooner where the other Party acknowledges receipt.

53 Monitoring and Management Information

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

53.2 Where requested by the AUTHORITY, the CONTRACTOR shall supply the Management Information to the AUTHORITY and to CCS relating to the Services procured and any payments made under this Contract.

53.3 Upon receipt of the Management Information supplied by the CONTRACTOR in response to a request under Clause 53.2 above, the AUTHORITY and the CONTRACTOR hereby consent to CCS:

- (a) storing and analysing the Management Information and producing statistics; and
- (b) sharing the Management Information or any statistics produced using the Management Information, with any other Contracting Authority.

53.4 In the event that CCS shares the Management Information or information provided under Clause 53.2 in accordance with Clause 53.3(b), any Contracting Authority receiving the Management Information shall be informed of the confidential nature of that information and shall be requested not to disclose it to any body who is not a Contracting Authority (unless required by Law).

53.5 The AUTHORITY may make changes to the Management Information which the CONTRACTOR is required to supply and shall give the CONTRACTOR at least one (1) month's written notice of any changes.

54 Entire Agreement

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

54.2 Each of the Parties acknowledges and agrees that in entering into this Contract it does not rely on, and shall have no remedy in respect of, any agreement, statement, representation, warranty, understanding or undertaking (whether negligently or innocently made) other than as expressly set out in this Contract.

54.3 The CONTRACTOR acknowledges that it has:

- (a) entered into this Contract in reliance on its own due diligence alone; and
- (b) received sufficient information required by it in order to determine whether it is able to provide the Services in accordance with the terms of this Contract.

55 Governance

55.1 The Parties agree to manage this Contract through the governance structure as set out in Schedule 7 (Contract Management).

56 Conduct of Claims

56.1 The AUTHORITY shall promptly notify the CONTRACTOR if any claim is made or action brought against the AUTHORITY in respect of which the CONTRACTOR has agreed to indemnify the AUTHORITY (an "**AUTHORITY Claim**") and at the request of the CONTRACTOR promptly afford to the CONTRACTOR all reasonable assistance for the purpose of contesting any such claim or action. The CONTRACTOR shall reimburse the AUTHORITY for all reasonable costs and expenses incurred in so doing.

56.2 The CONTRACTOR shall at its own expense conduct any litigation arising from any AUTHORITY Claim and all negotiations in connection therewith and the AUTHORITY hereby agrees to grant to the CONTRACTOR exclusive control of any such litigation and such negotiations.

56.3 The AUTHORITY shall not make any admissions which may be prejudicial to the defence or settlement of any AUTHORITY Claim.

56.4 In the event of the CONTRACTOR conducting any litigation in accordance with Clause H56.2, the CONTRACTOR shall not take any step in such action without consulting with the AUTHORITY and giving full consideration to the good reputation of the AUTHORITY, the nature of its business and its public perception.

I LIABILITIES

57 Liability and Indemnities

57.1 Neither Party excludes or limits liability to the other Party for:

- (a) death or personal injury caused by its negligence;
- (b) Fraud or bribery;
- (c) fraudulent misrepresentation;
- (d) any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982;
- (e) any breach by that Party of Clauses 29 (Data Protection Act); 30 (AUTHORITY Data); 32 (Confidential Information);
- (f) any breach by that Party of Changes in Law; or
- (g) any other matter which, by Law may not be excluded or limited.

57.2 Without prejudice to Clauses 57.1 and 57.3, the liability of the CONTRACTOR for Defaults shall be subject to the financial limits set out in this Clause 57.2 below:

- (a) in respect of indemnities relating to a claim by a Third Party that its IPR are infringed, confidentiality, death or personal injury, loss, destruction, corruption or degradation of data (including AUTHORITY's Data), breach of Data Protection Requirements, FOIA failure to comply, loss or damage to third party property, shall be unlimited;

- (b) any losses occasioned by wilful repudiation, without due cause, of all or part of this Contract by the CONTRACTOR, or abandonment of work by the CONTRACTOR in breach of the terms of this Contract shall be unlimited.

57.3 The CONTRACTOR shall indemnify and keep indemnified the AUTHORITY and the Crown against all claims, demands, proceedings, suits, actions, losses, (including indirect and consequential loss and loss of profits, business, revenue or goodwill), damages, charges, costs and expenses (including legal costs and disbursements on a solicitor and client basis), which are incurred by the AUTHORITY or the Crown as a result of any Default by the CONTRACTOR. This includes, but is not limited to, the following:

- (a) in respect of death or personal injury, or loss of or damage to property, caused directly or indirectly by any Default by the CONTRACTOR or the Staff, unless the CONTRACTOR is able to demonstrate that these were not caused or contributed to by its Default, or that of the Staff, or by any circumstances within its or their control;
- (b) any Default in respect of:
 - (i) Clause 19 (Prevention of Fraud);
 - (ii) Clause 20 (Prevention of Bribery and Corruption);
 - (iii) Clause 21 (Equality, Diversity, Non-Discrimination & Modern Slavery)
 - (iv) Clause 29 (Data Protection Act);
 - (v) Clause 32 (Confidential Information)
 - (vi) Clause 35 (Freedom of Information);
 - (vii) Clause 37 (Intellectual Property Rights);
- (c) Fraud or wilful Default.

57.4 The CONTRACTOR shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the AUTHORITY or by breach by the AUTHORITY of its obligations under this Contract.

- 57.5 Subject always to Clauses 57.1 and 57.6, in no event shall either Party be liable to the other for any:
- (a) loss of profits, business, revenue or goodwill;
 - (b) loss of savings (whether anticipated or otherwise); and/or
 - (c) indirect or consequential loss or damage.
- 57.6 Notwithstanding anything to the contrary, the AUTHORITY shall be entitled to recover as a Direct Loss:
- (a) additional operational and administrative costs and expenses arising from the CONTRACTOR's Default, including costs relating to the time spent by the AUTHORITY's management and employees in dealing with the consequences of the Default;
 - (b) any wasted expenditure, payments or charges rendered unnecessary and/or incurred by the AUTHORITY as a result of any Default by the CONTRACTOR; and
 - (c) reasonable costs and expenses incurred by the AUTHORITY in rectifying a Default of the CONTRACTOR, and in procuring Replacement Services for the remainder of the Contract Period.
- 57.7 Subject to Clauses 57.1, 57.5 and 57.6 the CONTRACTOR's total liability to the AUTHORITY under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall in no event exceed the greater of a) £10,000,000 or b) one hundred and twenty five per cent (125%) of the total Contract Price paid or payable by the AUTHORITY to the CONTRACTOR for the Services. Subject to Clauses 57.1, 57.5 and 57.6, the CONTRACTOR's aggregate liability in respect of loss of or damage to AUTHORITY Data or breach of the Data Protection Legislation that is caused by Default of the CONTRACTOR occurring in each and any Contract Year shall in no event exceed £10 million.
- 57.8 Subject to Clauses 57.1 and 57.5, the AUTHORITY's total liability to the CONTRACTOR under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall in no event exceed £10,000,000 save that nothing in this Clause shall limit the payment of the Contract Price by AUTHORITY for the Services delivered.
- 57.9 The financial sums specified in this Clause shall be subject to indexation in accordance with the formula set out in this Contract.

57.10 The Parties accept and agree that the creation of any contingent liability against the AUTHORITY could cause significant regulatory, reporting and governance issues for the AUTHORITY. Where the AUTHORITY, acting reasonably, identifies an existing or potential contingent liability arising as a result of the terms of this Contract, the Parties shall discuss in good faith measures to reduce or eliminate the existing or potential contingent liability.

57.11 Any amendments to this Contract agreed as a result of discussions under Clause 57.10 shall be implemented under the provisions of Schedule 15 (Contract Variations).

57.12 The Parties expressly agree that should any limitation or provision contained in this Clause be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if any Party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.

58 Insurance

58.1 The CONTRACTOR shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of insurance cover in respect of all risks which may be incurred by the CONTRACTOR, and which are usually insured in accordance with Good Industry Practice, arising out of the CONTRACTOR's performance of the Services (including public liability, product liability, property damage and professional indemnity) for any loss arising from any advice given or omitted to be given by the CONTRACTOR. Such professional indemnity insurance shall be maintained for a minimum of six (6) years following expiration or earlier termination of this Contract. The terms of any insurance or the amount of cover shall not relieve the CONTRACTOR of any liabilities under this Contract.

58.2 The CONTRACTOR shall effect and maintain the insurances with insurers approved by the AUTHORITY, such authority not to be unreasonably withheld, and who are at all times of good financial standing and reputation and for a period of insurance which includes:

- (a) for all insurances, the period from the Commencement Date until at least the expiry or termination of this Contract but shall provide cover for obligations that survive expiry or termination of this Contract;
- (b) professional indemnity insurance, the period of six (6) years following the expiry or termination of this Contract; and
- (c) for products liability insurance, the period of six (6) years following the expiry or termination of this Contract.

58.3 The CONTRACTOR shall maintain the various insurances set out in Schedule 17 (Insurance).

58.4 The CONTRACTOR shall produce to the AUTHORITY's Representative, on request of evidence of such policies, in the form of a broker's letter to the reasonable satisfaction of the AUTHORITY.

59 Warranties and Representations

59.1 The CONTRACTOR warrants and represents that:

- (a) it has full capacity and authority and all necessary consents, including (and where its procedures so require) the consent of its Parent Company, to enter into and perform this Contract and that this Contract is entered into by the CONTRACTOR's legal or duly authorised representative;
- (b) 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 Contract;
- (c) there are no actions, suits or proceedings or regulatory investigations pending or, to the CONTRACTOR's knowledge, threatened against or affecting the CONTRACTOR before any court or administrative body or arbitration tribunal that might affect the ability of the CONTRACTOR to meet and carry out its obligations under this Contract;
- (d) it has and will continue to have all necessary rights in and to the CONTRACTOR Software or the Third Party Software and/or the CONTRACTOR's Background IPRs, or any other materials made available by the CONTRACTOR and/or the Sub-Contractors to the AUTHORITY necessary to perform the CONTRACTOR's obligations under this Contract;
- (e) in performing its obligations under this Contract, all software used by or on behalf of the CONTRACTOR will:
 - (i) be currently supported versions of that software; and
 - (ii) perform in all material respects in accordance with the specification; and
- (f) in entering this Contract it has not committed any Fraud.

- (g) in the three (3) years prior to the Commencement Date (or from when the CONTRACTOR was formed if in existence for less than three (3) years prior to the Commencement Date):
 - (i) it has conducted all financial accounting and reporting activities in all material respects in compliance with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - (iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under this Contract.
- (h) within the previous twelve (12) months, no Financial Distress Events have occurred or are subsisting (or any events that would be deemed to be Financial Distress Events under this Contract had this Contract been in force) and there are currently no matters that it is aware of that could cause a Financial Distress Event to occur or subsist.

59.2 The CONTRACTOR acknowledges and agrees that:

- (a) the warranties, representations and undertakings contained in this Contract are material and are designed to induce the AUTHORITY into entering into it; and
- (b) the AUTHORITY has been induced into entering into this Contract and in doing so has relied upon the warranties, representations and undertakings contained herein.

J DEFAULT, DISRUPTION & TERMINATION

60 Termination on Insolvency or Change of Control

60.1 The AUTHORITY shall be entitled to terminate this Contract by notice in writing with immediate effect where the CONTRACTOR is a company and in respect of the CONTRACTOR:

- (a) a proposal is made for a voluntary arrangement within Part 1 of the Insolvency Act 1986, as updated by the Enterprise Act 2002, or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona reconstruction or amalgamation); or
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986, as updated by the Enterprise Act 2002; or
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint and administrator is given; or
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986, as updated by the Enterprise Act 2002; or
- (g) being a "small company" within the meaning of section 382 of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed in Clause 60.1(a)-60.1(g) occurs under the law of any other jurisdiction.

60.2 The CONTRACTOR shall notify the AUTHORITY immediately if the CONTRACTOR undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1998 ("**change of control**").

60.3 The AUTHORITY may terminate this Contract by notice in writing with immediate effect within six (6) months of:

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

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

61 Termination on Default

61.1 The AUTHORITY shall be entitled to terminate the Contract, or terminate the provision of any part of this Contract by written notice to the CONTRACTOR with immediate effect if the CONTRACTOR commits a Default and if:

(a) the CONTRACTOR has not remedied the Default to the reasonable satisfaction of the AUTHORITY within thirty (30) days, or such other reasonable period as may be specified by the AUTHORITY, after issue of a written notice specifying the Default and requesting it to be remedied; or

(b) the Default is not, in the reasonable opinion of the AUTHORITY, capable of remedy.

61.2 The AUTHORITY shall be entitled to terminate the Contract, or terminate the provision of any part of this Contract by written notice to the CONTRACTOR with immediate effect if the CONTRACTOR fails to effectively remediate any Service Failure in accordance with Paragraph **Error! Reference source not found.** of Schedule 4 (Service Levels).

61.3 The AUTHORITY shall be entitled to terminate the Contract, or terminate the provision of any part of this Contract by written notice to the CONTRACTOR with immediate effect in the circumstances set out in Paragraph 3 of Schedule 19 (Financial Distress).

61.4 The AUTHORITY shall be entitled to terminate the Contract, or terminate the provision of any part of this Contract by written notice to the CONTRACTOR with immediate effect if the CONTRACTOR brings the AUTHORITY into disrepute.

61.5 In the event that, through any Default of the CONTRACTOR, Authority Data is either lost or sufficiently degraded to be unusable, the CONTRACTOR shall be liable for the cost of reconstitution of that Authority Data and shall reimburse the AUTHORITY in respect of any charge levied for its transmission and any other costs charged in connection with such Default

62 Termination in relation to Promoting Tax Compliance.

62.1 The AUTHORITY may terminate this Contract by issuing a Termination Notice to the CONTRACTOR in writing with effect from the date specified in such notice in the event that:

(a) the warranty given by the CONTRACTOR pursuant to Clause 59.1(g)(ii) is materially untrue; or

- (b) the CONTRACTOR commits a material breach of its obligation to notify the AUTHORITY of any Occasion of Tax Non-Compliance as required by Clause 23.1(a); or
- (c) the CONTRACTOR fails to provide details of proposed mitigating factors as required by Clause 23.1(b)(i) which in the reasonable opinion of the AUTHORITY, are acceptable.

63 Break (Termination without cause)

63.1 The AUTHORITY shall have the right to terminate this Contract or the performance of any part of the Services at any time by giving not less than thirty (30) days' written notice, which period may be extended by the AUTHORITY at any time before it expires. Upon the expiration of the notice, this Contract shall be terminated without prejudice to the rights of the Parties accrued to the date of termination.

63.2 In the event of such notice being given, the AUTHORITY shall, at any time before the expiration of the notice, be entitled to direct the CONTRACTOR:

- (a) stop existing work, or where work has not commenced, to refrain from commencing work; or
- (b) to complete any or all of the Services in accordance with this Contract which shall be paid for at the agreed price or, where no Charges exists, a fair and reasonable price.

63.3 Where the provisions of clause 63.1 apply to Sub-Contractors, and to the extent that the AUTHORITY has approved the termination of the CONTRACTOR's contracts with its Sub-Contractors, the CONTRACTOR shall be entitled to one Working Day of additional notice in respect of those Sub-Contractors.

64 Termination for breach of procurement law

64.1 The AUTHORITY may terminate this Contract by issuing a Termination Notice to the CONTRACTOR:

- (a) at any time where this Contract should not have been entered into in view of a serious infringement of obligations under European Law declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU;

- (b) if this Contract has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure,

and this Contract shall terminate on the date specified in the Termination Notice.

65 Consequences of Expiry or Termination

- 65.1 Where the AUTHORITY terminates this Contract or the performance of any part of the Services under Clause 61 (Termination on Default) or Clause 62 (Termination in relation to Promoting Tax Compliance) and then makes other arrangements for the supply of Services, the AUTHORITY may recover from the CONTRACTOR the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the AUTHORITY throughout the remainder of this Contract Period. The AUTHORITY shall take all reasonable steps to mitigate such additional expenditure. Where this Contract is terminated under Clause 61 (Termination on Default), no further payments shall be payable by the AUTHORITY to the CONTRACTOR until the AUTHORITY has established the final cost of making those other arrangements.
- 65.2 Where the AUTHORITY terminates this Contract under Clause 63 (Break (Termination without cause)), the AUTHORITY shall indemnify the CONTRACTOR against any commitments, liabilities or expenditure (which are reasonably and properly chargeable by the CONTRACTOR in connection with the Contract) to the extent to which they would otherwise represent an unavoidable loss (excluding loss of profit) by the CONTRACTOR by reason of termination of the Contract, provided the CONTRACTOR takes all reasonable steps to mitigate such loss.. Where the CONTRACTOR holds insurance, the CONTRACTOR shall reduce its unavoidable costs by any insurance sums available.
- 65.3 The CONTRACTOR shall submit a fully itemised and costed list, with supporting evidence, of all such losses reasonably incurred under Clause 65.2.
- 65.4 The AUTHORITY shall not be liable under Clause 65.2 to pay any sum which:
 - (a) was claimable under insurance held by the CONTRACTOR, and the CONTRACTOR has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
 - (b) when added to any sums paid or due or becoming due to the CONTRACTOR under the Contract, shall exceed the total sum that would have been payable to the CONTRACTOR if the Services had not been terminated prior to the expiry of the Contract Period.

65.5 Save as otherwise expressly provided in the Contract:

- (a) termination or expiry of this Contract shall be without prejudice to any rights and remedies of the CONTRACTOR and the AUTHORITY accrued before such termination or expiry. Nothing in this Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry.

- (b) termination of this Contract shall not affect the continuing rights, remedies or obligations of the AUTHORITY or the CONTRACTOR under Clauses:

19	Prevention of Fraud
20	Prevention of Bribery and Corruption
26	Payment and Tax
27	Recovery of Sums Due
29	Data Protection Act
31	Official Secrets Act
32	Confidential Information
35	Freedom of Information
36	Audit Access/Open Book Accounting
37	Intellectual Property Rights
49	Remedies Cumulative
157	Liability and Indemnities
58	Insurance
65	Consequences of Expiry or Termination
67	Exit Management and Recovery on Termination

or any other provision of this Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive this Contract Expiry Date.

66 Disruption and Business Continuity

66.1 The CONTRACTOR shall take reasonable care to ensure that, in the execution of the Contract, it does not disrupt the operations of the AUTHORITY, its employees, representatives, agents or Sub-Contractors.

66.2 Each Party shall inform the other, as soon as is reasonably possible, of any external factor which might affect the CONTRACTOR's ability at any time to perform the Services, including actual or potential industrial action, whether by the Party's own employees or by others.

66.3 In the event of industrial action by the Staff or its Sub-Contractors, the CONTRACTOR shall seek Approval to its proposals to perform the Services.

66.4 If the CONTRACTOR's proposals referred to in Clause 66.3 are considered insufficient or unacceptable by the AUTHORITY acting reasonably, then this Contract may be terminated with immediate effect by the AUTHORITY by notice in writing.

66.5 If:

66.5.1. the CONTRACTOR is temporarily unable to fulfil the requirements of this Contract owing to disruption of normal business by direction of the AUTHORITY; or

66.5.2. if the AUTHORITY breaches an AUTHORITY responsibility;

then an appropriate allowance by way of extension of time may be approved by the AUTHORITY. In addition, the AUTHORITY shall reimburse any reasonable, additional costs incurred by the CONTRACTOR in fulfilling the provisions of this Contract as a result of such disruption, provided that the CONTRACTOR has notified the AUTHORITY as soon as possible of such disruption, has used all reasonable endeavours to mitigate the effects of any such disruption and has agreed any additional costs with the AUTHORITY before incurring them.

67 Exit Management and Recovery on Termination

- 67.1 In the event that this Contract expires or is terminated (in whole or in part) the CONTRACTOR shall, where so requested by the AUTHORITY, provide assistance to the AUTHORITY to migrate the provision of the Services to a Replacement Contractor including as set out in the Exit Plan prepared pursuant to Schedule 12 (Exit Arrangements).
- 67.2 The AUTHORITY and the CONTRACTOR shall comply with the Exit Management requirements set out in this Contract and more particularly in Schedule 12 (Exit Arrangements).
- 67.3 At the end of the Contract (however arising) and unless as otherwise provided under Schedule 12 (Exit Arrangements) or the Exit Plan, the CONTRACTOR:
- (a) shall cease without delay to use and (unless authorised to destroy) shall deliver to the AUTHORITY upon request all the AUTHORITY's Property in its possession or under its control or in the possession or under the control of any permitted suppliers or Sub-Contractors;
 - (b) shall not retain any copies of the object code and source code on the AUTHORITY's Software and any Third Party Software made available by the AUTHORITY to the CONTRACTOR; and
 - (c) shall co-operate with the AUTHORITY and any new CONTRACTOR appointed by the AUTHORITY to provide assistance to continue or take over the performance of the Services, and the CONTRACTOR shall use all reasonable endeavours to ensure an effective transition of service provision to a new contract. Such assistance provided by the CONTRACTOR shall, subject to reasonable levels, be free of charge.
- 67.4 Upon notice of termination of the Contract, the CONTRACTOR shall continue to perform the Services in accordance with the Contract until the date of termination of the Contract, and shall repay without delay to the AUTHORITY all monies paid up to and including such date of termination other than monies in respect of any Services or part of the Services properly performed in accordance with the Contract.
- 67.5 The CONTRACTOR shall provide any Transferring Employee Information (as defined in Clause K69.2) in relation to TUPE, as agreed in this Contract.

68 Force Majeure

68.1 Subject to the remaining provisions of this Clause 68, either Party may claim relief from liability for non-performance of its obligations for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event.

68.2 For the purposes of this Clause 68, Force Majeure shall be limited to governmental regulations, pandemic, epidemic, war, civil war, terrorist attack, fire, flood, or other natural disasters or other circumstances outside of the reasonable control of the Party claiming Force Majeure. For the avoidance of doubt, it does not include:

- (a) any industrial action occurring within the CONTRACTOR's organisation or the Staff or within any Sub-Contractor's organisation;
- (b) an event the effect of which is capable of being mitigated by any of the Services or a Variation to the Services in accordance with the provisions of Schedule 15 (Contract Variations), including BCDR Services;
- (c) an event or circumstance attributable to the CONTRACTOR's wilful act, neglect or failure to take reasonable precautions against the relevant event;
- (d) a failure by a Sub-Contractor to perform any obligation owed to the CONTRACTOR unless and to the extent that the failure is directly caused by a Force Majeure Event directly affecting that sub-contractor;
- (e) any measures put in place as a consequence of the global covid-19 pandemic, except where such measures directly lead to an inability of the CONTRACTOR to perform the Services;
- (f) an event or circumstance caused by a Default by the CONTRACTOR, a Sub-Contractor or its Staff; or
- (g) an event or circumstance whose effect is such that a prudent provider of services similar to the Services, operating to the standards required by this Contract, could have foreseen and prevented or avoided the consequences of such event or circumstance.

68.3 Neither Party shall be liable to the other for any delay in or failure to perform its obligations under this Contract if such delay or failure results from Force Majeure, where there are no practicable means available to the Party concerned to avoid such delay or failure. Nonetheless, each Party shall use all reasonable endeavours to continue to perform its obligations under this

Contract for the duration of the Force Majeure Event. However, if such Force Majeure prevents the CONTRACTOR from performing all of its obligations under this Contract for a period of thirty (30) days, the AUTHORITY may terminate this Contract by notice in writing with immediate effect.

- 68.4 The Affected Party shall as soon as reasonably practicable give the other Party notice of the Force Majeure Event in accordance with the Emergency Notification Procedure. The emergency notice shall include details of the Force Majeure Event together with evidence of its effect on the obligations of the Affected Party and any action the Affected Party and any action the Affected Party proposes to take to mitigate its effect. Notification shall include the estimated duration of such delay or failure.
- 68.5 If the Affected Party is the CONTRACTOR, the CONTRACTOR shall only be entitled to receive payment of the Charges (or a proportional payment of them) to the extent that the Services (or part of the Services) continue to be performed during the period of Force Majeure in accordance with the terms of this Contract. Subject to Clause 68.3 the AUTHORITY shall reimburse the reasonably-incurred costs of the CONTRACTOR in managing and recovering from the Force Majeure event.
- 68.6 If a Force Majeure Event causes the CONTRACTOR to allocate limited resources between the CONTRACTOR's customers, the CONTRACTOR shall not place the AUTHORITY lower in priority to any other similarly affected customer.

K EMPLOYMENT MATTERS

The Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)

69 Handover Information

- 69.1 Each Party will, and will procure that its direct and indirect subcontractors, (including in the case of the AUTHORITY, any Replacement Contractor or Replacement Contractor Sub-Contractor), as appropriate, will:
- (a) comply with its or their respective obligations to inform and consult with employees and/or their appropriate representatives under TUPE or otherwise;
 - (b) provide any measures information to the relevant transferor as required under TUPE;
and

- (c) provide such co-operation as may reasonably be required by the other party to effect a smooth transfer of any Transferring Employees as relevant

69.2 During the period of six (6) months preceding the expiry or partial expiry of the Contract, or after the AUTHORITY has given notice to terminate this Contract partially or in full or the CONTRACTOR stops trading, the CONTRACTOR shall, subject to compliance with the DPA 2018, use its best endeavours to fully and accurately disclose to the AUTHORITY and any such third parties as the AUTHORITY may reasonably require for the purposes of TUPE all information relating to the Potential Transferring Employees, in particular, but not limited to, the following (the "**Transferring Employee Information**"):

- (a) the total number of Potential Transferring Employees whose employment with the CONTRACTOR is liable to be terminated at the expiry of this Contract but for any operation of law;
- (b) present work location;
- (c) for each person: age and gender, annual leave entitlement, job descriptions, length of service, details of their salary (contracted basic hours/rates of work and contracted overtime), and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of Potential Transferring Employees do not have to be given);
- (d) full information about the other terms and conditions on which the affected Potential Transferring Employees are employed (including probationary periods, retirement age, current pay Contracts, sick leave, maternity and special leave, terms of mobility, any loan or leasing schemes, facility time arrangements, additional employment benefits, or about where that information can be found);
- (e) details of pensions entitlements, if any;
- (f) job titles of the Potential Transferring Employees and the qualifications required for each position.
- (g) details of any claims in respect of allegations of unlawful discrimination;
- (h) whether on long term absence (sick or maternity);
- (i) details of recognised trade unions;

- (j) notice entitlement;
- (k) copies of employment contracts including offer letters, standard terms and disciplinary procedure;
- (l) details of collective Contract;
- (m) details of staff benefit schemes (company car);
- (n) whether permanent or temporary employment;
- (o) details of all dismissals or terminations of employment of anyone previously employed or engaged in connection with the provision of the Services who would have been Potential Transferring Employees but for the previous termination of their employment;
- (p) details of all trade disputes and industrial action occurring at the time during this Contract to which any Potential Transferring Employee was a party.
- (q) details of current or contemplated tribunal or court cases brought by or relating to or litigation by or against any Potential Transferring Employee.

69.3 Within twenty one (21) days of being so requested by the AUTHORITY, the CONTRACTOR shall provide the Transferring Employee Information necessary under Clause 69.2 to permit the AUTHORITY to use the Transferring Employee Information for the purposes of TUPE and for re-tendering. The Transferring Employee Information shall be updated at intervals to be agreed with the AUTHORITY during the retendering process. The AUTHORITY undertakes to comply with its obligations under the DPA 2018 when using the Transferring Employee Information for any purpose. The CONTRACTOR shall co-operate with the re-tendering of this Contract by allowing the Replacement Contractor to communicate with and meet the Transferring Employees and/or their representatives.

69.4 The CONTRACTOR warrants that the Transferring Employee Information under Clause 69.2 when provided is accurate and complete. The CONTRACTOR agrees to keep indemnified fully the AUTHORITY and the Crown, as the case may be against any Employment Liabilities which are incurred by the AUTHORITY or the Crown may incur as a result of, or in connection with:

- (a) a breach of warranty in respect of the provision of the Transferring Employee Information under Clause 69.2;

- (b) any employee, or other person claiming to have been an employed or engaged by the CONTRACTOR and/or any Sub-Contractor whose employment is or Employment Liabilities (including for the avoidance of doubt any costs associated with dismissing these persons) in respect of whom are alleged to transfer to the AUTHORITY, a Replacement Contractor or Replacement Contractor Sub-Contractor and who is not a Transferring Employee.

69.5 In the event that Transferring Employee Information provided by the CONTRACTOR in accordance with Clause 69.2 becomes inaccurate, whether due to changes to the employment and personnel details of the Transferring Employees made subsequently to the original provision of such information or by reason of the CONTRACTOR becoming aware that the Transferring Employee Information originally given was inaccurate, the CONTRACTOR shall use its best endeavours to promptly notify the AUTHORITY of the inaccuracies and provide the amended information.

69.6 From the date of the earliest event referred to in Clause 69.2 and subject to the written consent of the AUTHORITY (such consent not to be unreasonably withheld or delayed), the CONTRACTOR shall not and shall procure that its Sub-Contractors shall not:

- (a) assign or redeploy to the undertaking or relevant part of an undertaking which provides the Services, any persons in his employment who do not meet the standards of skill and experience required for the purposes of this Contract or whose assignment or redeployment would cause the total number of Staff to be in excess of the number required for the purposes of this Contract; or
- (b) other than in the normal course of its business and provided that it has been determined that such Staff will transfer to AUTHORITY or a Replacement Contractor or a Replacement Contractor Sub-Contractor as a consequence of TUPE, vary or purport or promise or offer to vary the terms and conditions of employment of any Staff where such variation results in or would result in the terms and conditions of employment being materially different in any respect from those applicable as at the Commencement Date for the relevant category of Staff (or, where later, at the date of commencement of employment of the relevant employee); or
- (c) provided that it has been determined by the CONTRACTOR that such person will be a Transferring Employee, employ or offer or promise employment to any person to be employed in connection with the provision of the Services on terms and conditions of employment which are materially different in any respect to the terms and conditions of employment then applicable to the relevant category of staff;

- (d) provided that it has been determined by the CONTRACTOR that such person will be a Transferring Employee, move any Staff in his employment out of the undertaking or relevant part of an undertaking which provides the Services.

- 69.7 Where, in the opinion of the AUTHORITY's Representative, any change or proposed change in the Staff in the undertaking or relevant part of an undertaking, or any change in the terms and conditions of employment of such Staff, would be in breach of Clause 69.6, the AUTHORITY shall have the right:
 - (a) to make representations to the CONTRACTOR against the change or proposed change;
 - (b) to give notice to the CONTRACTOR requiring him to remedy the breach within thirty (30) days; and
 - (c) if the CONTRACTOR has not remedied the breach to the satisfaction of the AUTHORITY's Representative by the end of the period of thirty (30) days, to terminate this Contract by reason of the Default of the CONTRACTOR, in accordance with Clause 61 (Termination on Default).

- 69.8 The CONTRACTOR agrees to keep indemnified fully the AUTHORITY and the Crown against all Employment Liabilities which are incurred by the AUTHORITY and / or the Crown as a result of, or in connection with a breach of Clause K69.7, provided that such Employment Liabilities are not payable as a result of any act or omission of the AUTHORITY.

- 69.9 The CONTRACTOR shall allow access to relevant Staff, in the presence of the AUTHORITY's Representative, to any person representing any service provider whom the AUTHORITY has selected to tender for the future provision of the Services.

- 69.10 For the purpose of access in accordance with Clause 69.9, the AUTHORITY shall give the CONTRACTOR five (5) days' notice of a proposed visit, together with a list showing the names of all persons who will be attending those premises, and the AUTHORITY and CONTRACTOR shall agree on a suitable time and place for the visit. Their attendance shall be subject to such compliance not being in conflict with the objectives of the visit.

- 69.11 The Parties shall cooperate fully during the handover arising from the completion or earlier termination of this Contract. This co-operation, during the setting up operations period of the Replacement Contractor, shall extend to the CONTRACTOR allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.

- 69.12 Within fourteen (14) working days of being so requested by the AUTHORITY's Representative, the CONTRACTOR shall transfer to the AUTHORITY, or any person designated by the AUTHORITY, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format to operate on a proprietary software package identical to that used or as otherwise requested by the AUTHORITY.
- 69.13 The CONTRACTOR agrees to keep indemnified fully the AUTHORITY and the Crown against all Employment Liabilities which are incurred by the AUTHORITY and / or the Crown as a result of, or in connection with a breach of Clauses 69.11- 69.12 above, provided that such Employment Liabilities are not payable as a result of any act or omission of the AUTHORITY.
- 69.14 All salaries and other emoluments including holiday pay, taxation and National Insurance contributions and contributions to retirement benefit schemes relating to the Transferring Employees shall be borne by the CONTRACTOR up to the Service Transfer Date and by the AUTHORITY or Replacement Contractor with effect on and from the Service Transfer Date.
- 69.15 Within twenty eight (28) days of the Service Transfer Date, the CONTRACTOR will pay or (will procure that any Sub-Contractor will pay) to the AUTHORITY or to any Replacement Contractor or Replacement Contractor Sub-Contractor, as the case may be, an amount equivalent to the holiday pay for any holiday entitlement which has been accrued by the Transferring Employees but not taken as at the Service Transfer Date.
- 69.16 The AUTHORITY agrees to keep indemnified fully the CONTRACTOR against all Employment Liabilities which are incurred by the CONTRACTOR arising from or as a result of the AUTHORITY's or the Replacement Contractor's failure to perform and discharge any obligation and against any claims in respect of any Transferring Employees arising from or as a result of:
- (a) any act or omission by the AUTHORITY or the Replacement Contractor relating to a Transferring Employee occurring on or after the Service Transfer Date; and
 - (b) all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contribution and otherwise) accrued and payable after the Service Transfer Date.

L DISPUTES & LAW

70 Dispute Resolution

70.1 The Parties shall resolve all Disputes arising out of or in connection with this Contract in accordance with the Dispute Resolution Procedure as set out in Schedule 8 (Dispute Resolution).

70.2 The CONTRACTOR shall continue to provide the Services in accordance with the terms of this Contract until a Dispute has been resolved and shall have no right to suspend any Service in which there is a Dispute until that Dispute has been resolved. The AUTHORITY shall likewise continue to perform its obligations under this Contract during any Dispute.

71 Governing Law and Jurisdiction

71.1 This Contract shall be governed by and interpreted in accordance with the Laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English courts any Dispute that arises in connection with this Contract including, without limitation, any Dispute relating to any contractual or non-contractual obligation and the existence, validity or termination of this Contract.

72 Compliance with Legislation

72.1 The CONTRACTOR shall perform its obligations (and shall procure that the Sub-Contractors shall perform their respective obligations) under this Contract in a manner that complies with all Laws in force as at the Commencement Date.

72.2 In performing the Services, the CONTRACTOR shall comply with and take into account all applicable Laws, the requirements of any court with relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the government of the UK or of the European Union, including the Health and Safety at Work Act etc. 1974, the Freedom of Information Act 2000, and the Construction (Design and Management) Regulations 1994 (if applicable). The AUTHORITY shall pay any statutory charges in respect of necessary applications for planning permission and/or building regulation approval.

73 Changes in Law

73.1 The CONTRACTOR shall not be entitled to an increase in the Charges as the result of any General Change in Law or a Specific Change in Law where the effect of that Specific Change in Law on the Services is known at the Commencement Date.

73.2 If a Specific Change in Law occurs or will occur during the Contract Period, the CONTRACTOR shall notify the AUTHORITY of the likely effects of that change. The CONTRACTOR must provide evidence that it and its Sub-Contractors have taken all reasonable steps to minimise any increase in costs or maximise any reduction in costs, including in respect of the costs of its Sub-Contractors arising from such Change in Law.

73.3 Any assessment of a change must include:

- (a) the extent to which the CONTRACTOR has been (or will be) compensated as a result of any indexation of the Charges under this Contract;
- (b) any decrease in costs resulting from any Specific Change in Law; and
- (c) any amount which the CONTRACTOR is or should be able to recover under any policy of insurance required to be maintained in accordance with this Contract.

73.4 Any relief from the CONTRACTOR's obligations agreed by the parties pursuant to Clause L73.2 and Clause L73.3 shall be implemented in accordance with the Variation Process.

73.5 The CONTRACTOR shall not be entitled to any other payment or relief in respect of any Specific Change in Law or associated Change (or the consequences of either other than as set out in this Clause 73).

74 The Welsh Language Act 1993

74.1 The CONTRACTOR shall at all times comply with the Welsh Language Act 1993 and the AUTHORITY's Welsh Language Scheme (as amended from time to time) as if it were the AUTHORITY in relation to the provision of the Services.

74.2 The CONTRACTOR shall deliver the services (in accordance with the specification) through the medium of English or Welsh (on an equal basis).

74.3 The CONTRACTOR shall be responsible for promoting the delivery of the services in Welsh or English to the service user and shall use all reasonable steps to achieve this.

The CONTRACTOR shall be responsible for monitoring the level of take-up for the service through the medium of Welsh and English.

M PROVISION AND REMOVAL OF EQUIPMENT

75 Provisions of Equipment and Removal of Equipment

75.1 The CONTRACTOR shall provide the CONTRACTOR Equipment necessary for the performance of the Services. The provision of the CONTRACTOR Equipment will be reviewed at each Management Governance Group. If any risk to the provision is identified, both parties will explore all potential mitigations to reduce the likelihood and impact of this. Should the risk identify a potential shortage of Contractor Equipment in a period of less than three months, the AUTHORITY will externally escalate to seek further mitigation and potential relief, from the delivery of the Services.

75.2 If performance of the Services requires Equipment to be delivered to the Premises **and/or to be used to deliver the Services**, the CONTRACTOR shall not deliver and/or use any Equipment without obtaining Approval.

75.3 All Equipment brought onto the Premises and/or used to deliver the Services shall be at the CONTRACTOR's own risk and the AUTHORITY shall have no liability for any loss of or damage to any Equipment unless and to the extent that the CONTRACTOR is able to demonstrate that such loss or damage was caused directly by the AUTHORITY's default.

75.4 Unless otherwise agreed in this Contract, the CONTRACTOR, entirely at its own cost, shall:

- (a) provide for the haulage or carriage of the Equipment to the Premises and/or other sites as required to deliver the Services; and
- (b) on completion of the Services (or when no longer required), remove the Equipment and unused materials and will clear away from the Premises all rubbish arising out of the Services, make good any damage caused to the Premises by the installation or removal of the Equipment and leave the Premises in a neat and tidy condition.

75.5 Unless otherwise stated in this Contract, Equipment brought onto the AUTHORITY's Premises and/or used to deliver the Services will remain the property of the CONTRACTOR.

75.6 The CONTRACTOR shall update the Equipment and, if relevant, any associated software on a regular basis and shall maintain all items of Equipment within the Premises and/or at other required sites in a safe and serviceable manner. The CONTRACTOR shall ensure that any

updates to the Equipment and, if relevant, its associated software do not compromise AUTHORITY security.

75.7 The CONTRACTOR shall, at the AUTHORITY's written request, at its own expense and as soon as reasonably practicable:

- (a) stop using any Equipment which in the reasonable opinion of the AUTHORITY is either hazardous, noxious or not in accordance with the requirements of this Contract; and
- (b) replace such item with a suitable substitute item of Equipment.

75.8 The CONTRACTOR warrants and undertakes that:

- (a) the Equipment shall be suitable for the purposes as referred to in the Services Description, be of satisfactory quality, fit for their intended purpose and shall comply with the standards and requirements set out in this Contract;
- (b) unless otherwise confirmed by the AUTHORITY in writing, it will ensure that the relevant bits of Equipment and any products purchased by the CONTRACTOR partially or wholly for the purposes of providing the Services comply with requirements five (5) to eight (8), as set out in Annex 1 of the Cabinet Office Procurement Policy Note – Implementing Article 6 of the Energy Efficiency Directive (Action Note 07/14 3rd June 2014) it shall ensure that prior to use, the Equipment is manufactured, stored and/or distributed using reasonable skill and care in accordance with Good Industry Practice;
- (c) without prejudice to the generality of the warranty at (c) above it shall ensure that, the relevant bits of Equipment are manufactured, stored and/or distributed in accordance with good manufacturing practice and/or good warehousing practice and/or good distribution practice, as may be defined under any Law, guidance and/or Good Industry Practice relevant to the Equipment, and in accordance with any specific instructions of the manufacturer of the Equipment;
- (a) it shall ensure that all facilities used in the manufacture, storage and distribution of the Equipment are kept in a state and condition necessary to enable CONTRACTOR to comply with its obligations in accordance with this Contract;
- (b) it has, or the manufacturer of the Equipment has, manufacturing and warehousing capacity sufficient to comply with its obligations under this Contract;
- (c) it will ensure sufficient stock levels to comply with its obligations under this Contract;

- (d) it shall ensure that the transport and delivery of the Equipment mean that they are delivered in good and useable condition;
- (e) where there is any instruction information, including without limitation information leaflets, that accompany the Equipment, it shall maintain a sufficient number of copies to accompany each piece of Equipment and provide updated copies should the instruction information change at any time during the Contract Period;
- (f) all relevant Equipment shall comply with any shelf life requirements set out in the Service Description;
- (g) it shall not make any significant changes to the Equipment without the prior written consent of the AUTHORITY, such consent not to be unreasonably withheld or delayed;
- (h) any equipment it uses in the manufacture, delivery, or use of the Equipment shall comply with all relevant Law and guidance, be fit for its intended purpose and maintained fully in accordance with the manufacturer's specification;
- (i) it has and shall as relevant maintain all rights, consents, authorisations, licences and accreditations required to supply the Equipment;
- (j) it shall not make any significant changes to its system of quality controls and processes in relation to the Equipment without notifying the AUTHORITY in writing at least twenty one (21) days in advance of such change (such notice to include the details of the consequences which follow such change being implemented);
- (k) use of the Equipment or of any other item or information supplied or made available in the provision of the Services will not infringe any third party rights, to include without limitation any Intellectual Property Rights;
- (l) without prejudice to any specific notification requirements set out in this Contract, it will promptly notify the AUTHORITY of any health and safety hazard which has arisen, or CONTRACTOR is aware may arise, in connection with the Equipment and take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by such hazards.]

75.9 The CONTRACTOR shall have access to a sufficient stock of spare equipment devices that have been specified as business critical to allow the AUTHORITY to initiate business-critical swaps of faulty equipment devices with replacement by the same model and specification of equipment device. Upon notification by the AUTHORITY or immediately on becoming aware

of a fault of the Equipment by the CONTRACTOR, the CONTRACTOR shall swap the equipment device or the faulty equipment device with a spare equipment device within twenty-four (24) hours of the AUTHORITY reporting the issue or the CONTRACTOR becoming aware of the fault.

76 Other Equipment provisions

76.1 Subject to any express provision of the BCDR Plan to the contrary, the loss or destruction for any reason of the CONTRACTOR Equipment held on any Site shall not relieve the CONTRACTOR of its obligation to supply the Services in accordance with the Service Levels.

76.2 The AUTHORITY may, at its option, purchase any items of the type identified in Schedule 5 (Issued Equipment) from the CONTRACTOR at any time, if the AUTHORITY considers that the item is likely to be required in the performance of the Services following the expiry or termination of this Contract. The purchase price to be paid by the AUTHORITY shall be the fair market value. The AUTHORITY shall have the power at any time during the performance of the Services to order in writing the removal from the Premises of any Equipment which, in the opinion of the AUTHORITY is either hazardous, noxious or not in accordance with this Contract; and the substitution of proper Equipment.

76.3 The CONTRACTOR shall ensure that the Premises are appropriate to contain and operate the Equipment.

77 Provision of Assets and Materials

77.1 Where the CONTRACTOR uses Issued Property provided by the AUTHORITY, it shall do so only for purposes of providing the Services and shall comply with any and all reasonable instructions, conditions and security requirements in respect thereof as shall from time to time be notified to the CONTRACTOR by the AUTHORITY.

77.2 The CONTRACTOR shall maintain an Issued Property register on behalf of the AUTHORITY, and shall reconcile at the end of each year. In addition, the CONTRACTOR shall maintain an asset register of all assets provided by and belonging to the CONTRACTOR, and shall provide a copy to the AUTHORITY, on request, at one (1) month notice.

N OPTIONAL SERVICES

78 Optional Services

78.1 The AUTHORITY may require the CONTRACTOR to provide the Optional Services by giving notice in writing. The CONTRACTOR acknowledges that the AUTHORITY is not obliged to take any Optional Services from the CONTRACTOR and that nothing prevents the AUTHORITY from receiving services that are the same as or similar to the Optional Services from any third party.

78.2 Implementation of the Optional Services shall be inclusive of:

- (a) the Charges as set out in Schedule 3 (Pricing);
- (b) any Services Levels in respect of the Optional Services shall be incorporated in the Service Levels as specified in Schedule 4 (Service Levels); and
- (c) the relevant Optional Services implemented in accordance with this Clause 78 shall become part of the Services for the purpose of all other sections, clauses, obligations and rights contained within this Contract.

O CONTRACT PERFORMANCE

79 Service Levels

79.1 The Parties shall comply with their respective obligations set out in Schedule 4 (Service Levels) and the CONTRACTOR shall provide the Services so as to comply with the Service Levels set out in this Contract. If a particular Service has no Service Level set out in the Contract, the CONTRACTOR shall provide such Service to a service level which is to a standard that is at least consistent with Good Industry Practice.

79.2 The CONTRACTOR shall provide the Services to meet or exceed the Service Levels and any failure to meet the Service Levels shall entitle the AUTHORITY to Service Credits calculated in accordance with the provisions of Schedule 4 (Service Levels) or in the event of a Critical Service Failure shall give rise to a right for the AUTHORITY to terminate this Contract with immediate effect upon giving written notice to the CONTRACTOR. Without limiting any other terms and conditions of this Contract, Service Credits shall be deducted from the Charges in accordance with the Performance Incentive Mechanism set out in this Contract.

- 79.3 If there is a Service Failure, the CONTRACTOR shall comply with the Remedial Plan Process set out in this Contract.
- 79.4 If a Service Failure is not remedied to the AUTHORITY's reasonable satisfaction within the time period specified for such remedy in the Performance Incentive Mechanism, or any longer period that may be agreed by the Parties in the Remedial Plan Process, additional Service Credits shall be deducted from the Charges in accordance with the Performance Incentive Mechanism.
- 79.5 The aggregate liability of the CONTRACTOR for Service Credits during any Contract Year shall in no event exceed the Service Credit Cap.
- 79.6 The CONTRACTOR acknowledges and agrees that Service Credits are a price adjustment to reflect the value of Services actually provided by the CONTRACTOR, and not a pre-estimate of the Loss that the AUTHORITY may suffer or incur by reason of a Service Failure.
- 79.7 Where Service Credits are provided as a remedy for Service Failure in respect of the relevant Services, it shall be the AUTHORITY's exclusive financial remedy except to the extent that:
- (a) there is a Persistent Service Failure;
 - (b) the Service Failure results in the relevant Services being less than the Minimum Acceptable Level;
 - (c) the failure to perform the relevant Services in accordance with the Service Levels has arisen due to fraud or wilful default, other than by the AUTHORITY, its employees, agents or contractors;
 - (d) the Service Failure results in:
 - (i) corruption or loss of any AUTHORITY Data;
 - (ii) Service Credits which would exceed the Service Credit Cap were it not for Clause O79.5; orthe AUTHORITY is entitled to terminate or has terminated the relevant Services or this Contract for the CONTRACTOR's Default.
- 79.8 If there is a Persistent Service Failure, the AUTHORITY shall be entitled, in addition to its other rights and remedies, to exercise its termination rights in accordance with Clause 61 (Termination on Default).

79.9 Where Service Credits are not provided as a remedy for a Service Failure, and the CONTRACTOR has failed to address such a Service Failure to the reasonable satisfaction of the AUTHORITY, then the AUTHORITY may, on notice to the CONTRACTOR, withhold a reasonable and proportionate amount of the Charges for those Services until such time as the relevant Service Failure is remedied. The AUTHORITY and the CONTRACTOR shall review the Service Levels and the Performance Incentive Mechanism throughout the Contract Period in accordance with the Service Review Procedure and make any changes in accordance with the Variation Process to reflect changes in the AUTHORITY's Requirements, and additional services purchased under this Contract and any improved performance capabilities used to provide the Services.

79.10 Without limiting any other obligation under this Contract, the CONTRACTOR shall implement and use appropriate measurement, monitoring and management tools and procedures to enable it to:

- (a) detect all Service Failures as soon as reasonably practicable and, to the extent reasonably practicable, detect any potential Service Failures;
- (b) rectify all Service Failures as soon as reasonably practicable after their detection and minimise their impact on the continued provision of the Services; and
- (c) report all Service Failures to the AUTHORITY in accordance with the contract management procedures agreed.

79.11 The CONTRACTOR shall implement all measurement and monitoring tools and procedures necessary to measure and report on the CONTRACTOR's performance of the Services against the applicable Service Levels at a level of detail sufficient to verify compliance with the Service Levels.

79.12 The CONTRACTOR acknowledges and agrees that any Service Credit paid to the AUTHORITY is:

- (a) a price adjustment in response to poor performance and not liquidated damages or an estimate of the loss or damage that may be suffered by the AUTHORITY as a result of the CONTRACTOR's failure to meet any Service Level.

KPIs

79.13 Where any Service is stated to be subject to a specific KPI, the CONTRACTOR shall provide that Service in such a manner as to meet or exceed the relevant KPI.

80 Monitoring of Contract Performance

The CONTRACTOR shall comply with the monitoring arrangements referred to in Schedule 4 (Service Levels), Schedule 20 (Management Information) and Schedule 21 (Description of Data Processing Activities) including, but not limited to, providing such data and information as the CONTRACTOR may be required to produce under this Contract.

81 Continuous Improvement and Benchmarking

81.1 The CONTRACTOR shall have an ongoing obligation throughout the Contract Period to identify new or potential improvements to the Services pursuant to which it shall regularly review with the AUTHORITY the Services and the manner in which it is providing the Services with a view to:

- (a) reducing the AUTHORITY's costs (including the Charges); and
- (b) improving the quality and efficiency of the Services.

81.2 The CONTRACTOR shall ensure that the information that it provides to the AUTHORITY in accordance with Clause 81.1 shall be sufficient for the AUTHORITY to decide whether any improvement to the Services should be implemented. The CONTRACTOR shall provide any further information that the AUTHORITY reasonably requests in connection with any improvements to the Services identified by the CONTRACTOR.

81.3 The AUTHORITY may, by notice, require Benchmark Reviews of any or all of the Services, Charges and Service Levels, in accordance with the provisions in Schedule 11 (Value for Money).

81.4 The CONTRACTOR shall have an ongoing obligation throughout the Contract Period to identify new or potential improvements to the provision of the Services in accordance with this Clause 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 CONTRACTOR shall identify and report to the AUTHORITY not less than quarterly:

- (a) the emergence of new and evolving relevant technologies which could improve the provision of the Services, and those technological advances potentially available to the CONTRACTOR and the AUTHORITY which the Parties may wish to adopt;

- (b) new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, Benchmarking methods, likely performance mechanisms and customer support services in relation to the Services;
- (c) changes in business processes and ways of working that would enable the Services to be provided at lower costs and/or at greater benefits to the AUTHORITY; and/or
- (d) changes to the ICT Environment, business processes and ways of working that would enable reductions in the total energy consumed annually in the provision of the Services.

81.5 The CONTRACTOR 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 CONTRACTOR shall provide any further information that the AUTHORITY requests.

81.6 If the AUTHORITY wishes to incorporate any improvement identified by the CONTRACTOR, the AUTHORITY shall request a Variation in accordance with the Variation Process and the CONTRACTOR shall implement such Variation at no additional cost to the AUTHORITY.

IN WITNESS of which this Agreement has been duly executed by the Parties on the date which appears at the head of this Agreement.

SIGNED for the OFFICE FOR NATIONAL STATISTICS

Signature:

Name of authorised signatory (block capitals): Nick Bateson

Position:

Date:

SIGNED for and on behalf of IQVIA Ltd.

Signature:



Name of authorised signatory (block capitals):

Position:

Date:

Schedule 1

Requirement

This schedule describes the requirement for the delivery of all aspects of the field data collection operation for the ONS COVID-19 Infection Survey (CIS) throughout the period July 2020 – March 2021. The requirement may be briefly summarised as including;

- full field force management (including recruitment, training and logistical planning),
- a field force of appropriately trained health workers who collect questionnaire data and who collect swab samples, as well as phlebotomists for the collection of blood samples, at a size and geographical distribution necessary to achieve the required weekly testing targets to be monitored at the daily CIS operations meeting.
- supply chain management,
- sample management system,
- data collection system,
- appointment scheduling,
- end-to-end data flow management,
- quality assurance and information security,
- respondent contact centre and helpdesk support,
- the delivery of swab samples for antigen testing,
- appropriate handling and delivery of blood samples for antibody testing,
- exploration of improvements to response rates and bias
- delivery of management information

The geographical coverage of the field force shall initially cover England, Wales and Northern Ireland, and subsequently also Scotland (the Regions) on the assumption that they join the study and data collection starts in September 2020 as anticipated, See Annex 7.

The study parameters are estimated and may change due to epidemiological requirements from the Department of Health and Social Care (DHSC).

- From the end of July 2020, the study aims to accelerate the recruitment rate to enable 150,000 discreet individuals to be swab tested per fortnight by 5 October 2020 in England, with proportional increases in Wales and Northern Ireland.
- In line with the CIS Protocol (Annex 6), participants in households that volunteer and consent for the survey are swabbed weekly 5 times (enrolment visit plus four weekly visits), before moving to a monthly testing regime. A total of 16 visits may be made to each household.
- A 20% cohort of participants (week commencing 3rd August 2020) shall also be invited to take a monthly blood test to provide data for antibody testing.
- Participants who test positive for current infection shall be invited into the cohort receiving antibody testing.

1. Requirement

To ensure successful delivery of CIS, IQVIA shall provide a project leadership and management structure alongside a support structure comprising all necessary leadership, management, training and support as required by the healthcare worker field force when undertaking their work on CIS. Further details on the requirement is provided below.

- 1.1. Where relevant, service levels (CKPI, KPI, PI) in Schedule 4 are referenced throughout the requirement.
- 1.2. A field work protocol for household visits is included in Annex 1. The field work protocol may be updated from time to time in accordance with emerging requirements, improvements and efficiencies, or changes to test methodologies.
- 1.3. The number of households participating in the survey increases over time until October 2020.
- 1.4. Annex 2 provides details of the modelling and forecasted volumes.

- 1.5. A survey questionnaire and the response data format required by the Authority is included in Annex 3.
- 1.6. The letter format for sharing results with survey participants' GP is included in Annex 4.
- 1.7. Research requirements from the Authority are included in Annex 5.
- 1.8. The CIS protocol is included in Annex 6. The CIS protocol may be updated from time to time in accordance with emerging requirements.

2. Sample/respondents

2.1. Log sample file and update

- i. IQVIA shall log and maintain version control of the overall survey sample files provided by the Authority

2.2. Call centre, participant registration and scheduling activities

IQVIA shall provide contact centre capability for:-

- i. Registration,
- ii. Scheduling of enrolment visits for survey participants,
- iii. Customer services support to deal with changes to appointments, participant questions or concerns.
- iv. Complaints received by the call centre shall be handled appropriately and in accordance with KPI6 and KPI7.
- v. Social media enquiries, to be handled in accordance with PI2.

2.3. The contact centre shall answer queries in accordance with PI9

2.4. where a call is missed it shall be returned in accordance with PI10.

2.5. The initial enrolment visit shall be organised by the contact centre to take place at a date in accordance with KPI1.

2.6. Registration and enrolment visits shall be scheduled and recorded using IQVIA's Voyager software.

3. Fieldworker recruitment and management

3.1. Recruitment and supply chain management

- i. IQVIA shall establish and manage a supply chain for the provision of a nationwide field force of appropriately trained healthcare workers for the successful delivery of CIS.
- ii. IQVIA and its subcontractors shall be responsible for field force planning and recruitment based on the needs of CIS.
- iii. IQVIA shall ensure that the end-to-end delivery of this requirement is consistent across the supply chain and in accordance with the service levels and field work protocol.

4. Training

4.1. IQVIA shall establish and deliver a training programme (including train the trainer where appropriate) to ensure all healthcare workers engaged on CIS have the appropriate skills and expertise, and are able to meet the requirements set out in the field work protocol including use of the IQVIA voyager system.

4.2. IQVIA shall ensure that training is carried out in advance of need and before any field activity is taken and in accordance with PI8.

4.3. IQVIA shall regularly update the field training programme based on feedback from field staff and participants, as protocol and field practices change and as improvements are identified.

4.4. IQVIA shall undertake targeted training of healthcare workers informed by any quality issues found in the data

4.5. IQVIA shall maintain appropriate training records.

5. Performance management

- 5.1. IQVIA shall develop and maintain the field work protocol.
- 5.2. IQVIA shall ensure that healthcare workers follow the field work protocol, and where appropriate shall implement performance management throughout the supply chain.
- 5.3. If there is a serious breach of the field worker protocol, IQVIA shall remove the healthcare worker from CIS.
- 5.4. For less serious breaches, IQVIA shall ensure healthcare workers undertake retraining, and a further validation test.
- 5.5. IQVIA shall remove the healthcare worker from CIS if they score <80% in the final validation test.
- 5.6. IQVIA shall ensure that there is an issue resolution procedure in place to deal with breaches of the field work protocol.

6. Materials procurement and distribution

- 6.1. IQVIA shall procure and distribute materials to healthcare workers to enable the successful delivery of CIS, and in accordance with PI1.
- 6.2. Materials in line with Schedule 5 (Issued Property) shall include, but are not limited to; PPE, swabs, blood kits, survey documentation.
- 6.3. IQVIA shall put in place appropriate measures to enable healthcare workers to directly order materials.

Where appropriate, the Authority may provide access to DHSC 'Issued Property and 'Cross-pillar' contracts in accordance with schedule 5 and 6 respectively.

7. Household visits

The following service levels are applicable to household visits:

- KPI2.1 and KPI2.2 Completion of booked appointments
- KPI2.3 Sending swabs to courier
- KPI2.4 Notifying the incentives supplier
- KPI2.5 Field worker productivity
- KPI4 Accuracy of testing
- KPI5.1 and KPI5.2 Volume of accessible field force
- KPI5.3 Field worker availability
- PI 10 Household completion rate
- PI 11 Field worker completion rate

8. Enrolment visit

IQVIA shall ensure that household visits are planned and carried out strictly in accordance with the field work protocol.

During the initial enrolment visit of a survey participant, the healthcare worker shall:-

- 8.1. seek to obtain consent for, and blood samples and swabs from, all other occupants in the participant's household aged 16 or above;
- 8.2. also for swabs from all occupants of the household aged between 2 and 15;
- 8.3. also for questionnaire responses from all occupants of the household aged 12 or above.
- 8.4. For each consenting participant, the healthcare worker shall obtain personal data including email address, phone number, and GP details (IQVIA shall verify GP details of participants) as part of the enrolment,
- 8.5. Further to the above, followed by a detailed questionnaire.
- 8.6. Data shall be captured in the IQVIA Voyager system.
- 8.7. IQVIA shall obtain swab and blood tests in accordance with the sample provided by the Authority.

- 8.8. IQVIA shall ensure that venous blood sampling is performed in accordance with the current CIS protocol
- 8.9. IQVIA shall ensure that all testing materials (swabs, blood kits, sample bags) are correctly labelled, logged, and packages ready for transport by courier on completion of each visit – in line with KPI 2.3.
- 8.10. IQVIA shall source appropriate courier services for transport of samples to test laboratories including blood spinning where appropriate.
- 8.11. At the end of the enrolment visit, the healthcare worker shall confirm any follow-up visits.
- 8.12. The healthcare worker will 'complete' the visit on the Voyager system in line with KPI 2.2.

9. Follow up appointments

- 9.1 IQVIA shall use its best endeavours to retain households within CIS
- 9.2 IQVIA shall provide repeated blood sampling, swab collection and questionnaire completion with those households from which agreement is obtained as described in 8.1 – 8.3 above, in line with the CIS schedule.
- 9.3 Healthcare workers shall complete follow-up visits according to the field worker protocol, including the survey questionnaire and any changes to participants' personal data since a prior visit.
- 9.4 IQVIA shall ensure that all testing materials (swabs, blood kits, sample bags) are correctly labelled, logged, and packages ready for transport by courier on completion of each visit – in line with KPI 2.3.
- 9.5 IQVIA shall source appropriate courier services for transport of samples to test laboratories including blood spinning where appropriate.

10. Data sharing

IQVIA shall share data with third parties involved in the delivery of CIS in accordance with KPI 10 and the CIS protocol.

- 10.1 Participants shall be identified by a unique household code and participant study number in the database storing questionnaire data.
- 10.2 The participant's name, address and contact details, including mobile telephone number for return of results and email address for vouchers if participants are willing to provide these, and date of birth will be included in each database (this information is primarily for the purposes of communication with participants)
- 10.3 Name and date of birth shall be shared with the Authority for the purposes of linkage to NHS and ONS records (ONS already holds household address) but shall not be shared with any third party except those attending the households for the purpose of carrying out further tests and with the participant's GP for the purpose of sharing test results and with the company that carried out the mailings and any approved IQVIA Affiliates or sub-processors that have a business reason for accessing such information.
- 10.4 Email addresses shall be returned to the Authority for provision of incentive vouchers in line with KPI 2.4
- 10.5 IQVIA shall send survey questionnaire responses to the Authority in accordance with the format in Annex 3. For each household visit, IQVIA shall specify which Staff or Sub-Contractor was responsible for sampling and data collection.
- 10.6
- 10.7 IQVIA shall send data on the Monday and Thursday of each week and shall notify the authority immediately of any potential deviation.
- 10.8 IQVIA shall use its best endeavours to ensure that questionnaire and personal data is as complete as possible
- 10.9 IQVIA shall notify the Authority in advance (with best endeavours to provide at least 7 days' notice, at in no circumstances less than 12 hours notice) of any dataset format changes by sending the specification file with any changes highlighted.
- 10.10 IQVIA shall provide swab results after each visit to the participants' GP, in accordance with KPI3.1 and KPI3.2 by letter (format according to Annex 4), or, once Voyager 2 has been launched, by text message where consent has been obtained.

11. Quality management and continuous improvement

Changes over time may be small, and the Authority must be in a position to interpret them with confidence. The data must therefore be accurate, reliable and of high quality and change must be carefully managed.

- 11.1 IQVIA shall monitor the quality of work undertaken by healthcare workers, through both quantitative and qualitative measures
- 11.2 IQVIA shall action identified areas of improvement by healthcare workers to deliver a high-quality respondent experience.
- 11.3 IQVIA shall undertake regular checks on data in Voyager for anomalies and errors, which should be addressed and rectified if possible.
- 11.4 IQVIA shall monitor the quality of work undertaken in the respondent contact centres, through both quantity and qualitative measures
- 11.5 IQVIA shall action identified areas of improvement in the respondent contact centres to deliver a high-quality respondent experience.
- 11.6 During the contract IQVIA shall deliver and report against a consistent programme of continuous improvement, focused on improving the efficiency and quality of the data collection operation, as well as the respondent experience.
- 11.7 Plans and progress on continuous improvement should be presented and regularly reviewed at the Management Strategic Governance Group.

Any changes to the field operation that have the potential to impact the data collected on survey are subject to variation control (Schedule 15) and must be discussed and agreed with the Authority in advance of implementation.

12. Data management

12.1 *Storing of consent forms / questionnaires*

- i. IQVIA shall be responsible for storing electronic data in relation to participant personal data and questionnaire responses.
- ii. Such data shall be stored on the Voyager platform.
- iii. IQVIA shall ensure that the Voyager 1 platform is validated and compliant with 21 CFR part 11, and GxP.
- iv. IQVIA shall also follow its internal SOP 29 SDLC – System Development Lifecycle and Validation, which is reviewed and maintained their IT security team.
- v. Such data shall remain active for the duration of the study and thereafter in line with the Conditions of the Contract.
- vi. Participants' identifiable data will then be removed and the data will be archived within each platform to be retained for a period of 5 years.
- vii. IQVIA may extract non identified data from Voyager and store on servers in the IQVIA Woking and Dublin datacentres for the purposes of data validation and productionisation of reports to the controllers. This data will be deleted within 4 weeks of the project end date.
- viii. IQVIA will carry out a data privacy impact assessment on all personal data they each take the lead on collecting to minimise the data protection risk to the study.

12.2 *Data breaches*

- i. IQVIA shall notify the Authority in the event of any data breaches in line with Contract conditions.

13. Research

IQVIA shall deliver research according to requirements specified by the Authority in Annex 5:

- 13.1 Requirement 4a – Improving Response rates and bias.

14. Deliverables

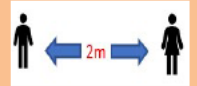
The Deliverables arising from the provision of the Services are as follows:

- Participant data including:
 - o visit data
 - o test results,
 - o consent forms,
 - o questionnaires / survey data
 - o complaints
- GP address data and GP letters as gathered to notify the GPs of participants' test results
- Management information reports:
 - o Status reports and other reports provided as per the agreement
- Any materials bespoke for the Service developed by CONTRACTOR for use by the field force / quality team including:
 - o training materials
 - o process descriptions
 - o standard operating procedures
 - o working instructions
- Contact centre data:
 - o Helpline data
 - o Call flows / processes
 - o Data arising from complaints / issues

Annex 1 – Field work protocol (begins on following page)



COVID - 19 Infection Survey (CIS)



see your COVID - 19 Infection Survey Training for more detail

Step 1 – Prepare your participant swab packs

Prepare all swab packs before undertaking field work



Each pack must have 3 matching barcodes – one on the tube and one each on the 1st and 2nd sample bags



All surfaces and packaging to be cleaned with sanitising wipes, hands washed and sanitised

Step 2 – Prepare your car and supplies - Boot space

Clean area – for paperwork, letters, swab tracking sheets, face covering, gloves and prepared swab packs

Dirty area – a lidded box in which to place completed samples. Do not put samples in any personal bags

Waste area – a bag, which will be double bagged and sealed, for disposal of used wipes and gloves

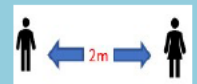


Your wipes and hand sanitiser must be easily accessible in the clean area of your boot

Step 3 – Scheduling your visits for the day



Step 5 - Managing the doorstep visit



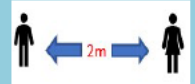
Use your PPE – put on your gloves

Never cross the threshold during your visit

Face covering – advised to be worn when social distancing is not possible i.e visiting shops etc



Step 6 - Participant interaction

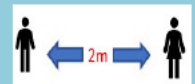


1. Explain which consent form is for each participant if a two or more participant household
2. Explain the consent form/assent form process and the need for signatures etc.
3. Explain you will be taking a photo to be uploaded and then deleted from your iPhone/device
4. Explain the contents of the sample pack
5. Outline the process for the test, the long cotton bud, open from the stick end etc.
6. Explain how to conduct the test, back of the throat then each nostril, and how to put it back into the sample tube (refer participant to survey leaflet or NHS video 'how to take a coronavirus self-swab' on youtube)
7. Explain to the participant they should snap the swab (they may need scissors) and place it in the sample tube, replace the lid and then place in the sample bag and seal. The absorbent pad should be left in the plastic bag.

Do not assist the participant during this process



Step 7 – Completing the visit




1. Ensure the participant has stepped back
2. Place the bagged participant sample in the outer (2nd) bag retained by you. This is now double bagged. Seal the bag



Step 8 – After the visit, back at your car

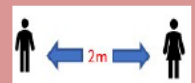
1. Open your car, boot first, with your keys
2. Put your samples directly into the lidded box in the-dirty area of your car
3. Use wipes to clean keys and your device
4. Remove your gloves by turning them inside out whilst holding the wipe in your first glove and then turning your second glove onto your first glove. You should now have both gloves, wipe contained in the reverse of the second glove, having maintained hygiene
5. Discard the items into your waste bag
6. Use wipes or hand sanitiser to clean your hands
7. The waste bag should now be double bagged and sealed
8. You should store the waste bag in your car overnight then dispose of with your household waste

Step 9 – Completing the record in Voyager

1. Upload photographs of the completed consent and assent form (10 – 15 yr olds) to the participant record
2. Delete uploaded photographs from your phone
3. Review household and participant record - check all data are complete
4.  Mark the record as completed and confirm the next visit generated with the participant



Step 10 – Dropping swab samples with the courier



1. Swab samples should be passed to courier as soon as possible after collection. They can be left in your car overnight but must be passed to the courier the next day



Annex 2 – Modelling and forecasted volumes



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Annex 3 – Survey questionnaire and data format



Schedule 1_Annex 3
- Data format_v2_23(

COVID-19 Infection Survey

Date as emailed or as per postmark

Dear General Practitioner,

We are writing to inform you that the following individual registered at your practice has agreed to participate in the 'COVID-19 infection survey' conducted by the University of Oxford and the Office for National Statistics (ONS) in partnership with IQVIA and the National Centre for Social Research. It is funded by the Department of Health and Social Care in England, Wales and Northern Ireland (as agreed with the Treasury) with in-kind contributions from the Welsh Government and the Northern Ireland Assembly. We are also providing test results (see below).

Name:

DOB: |_|_| - |_|_| - |_|_|

Address:

.....

.....

Your patient has had diagnostic RT-PCR performed on a nose and throat swab taken on <insert date>. Their results are:

Positive for COVID-19 (please report to NHS Test and Trace)

Negative for COVID-19

Not determined (test failure)

[If consented for blood draws, only after MHRA approval obtained for the antibody test – DELETE FOR swab only] Your patient has had IgG antibodies assayed on a blood sample taken on <insert date>.

Their results are:

Positive for IgG

Negative for IgG

Not determined (test failure)

As with all diagnostic assays, these tests do not have perfect sensitivity or specificity, so both false positives and false negatives are possible. [If consented for blood draws – DELETE for swab only] In particular, we do not know what having antibodies in the blood means yet in terms of whether individuals can get COVID-19 again: that is one of the reasons that we are doing the study. Participants may have chosen to receive their results by text, but are also aware that these results are being sent to you. They have been reminded that if they develop symptoms of COVID-19 they are to follow the usual NHS guidance and not wait for the results of the tests done in this study. They have been reminded that it is essential to follow current government guidance whatever the results, and that they and their household should follow government guidance to isolate themselves if they have a positive result, whether or not they have symptoms.

Study summary

In this study, we aim to address crucial unknowns regarding the extent of transmission and infection in the [DELETE AS APPROPRIATE DEPENDING ON REGION] UK/UK and Wales/UK and Northern Ireland. Results will substantially improve/decrease uncertainty of models that have been used to predict the effect of school closures, social distancing, and other interventions aimed at reducing the spread of the virus.

We will use a repeated cross-sectional survey design, recruiting a cohort of approximately 10,000 population-representative households in the first month in Phase I, and then new cohorts of

approximately 3,000 new households approximately each week over the following year to estimate the proportion of the population that are currently infected with COVID-19, symptomatically and asymptotically, based on diagnostic RT-PCR performed on a nose and throat swab collected by the participant (self-swabbing) or by a parent/carer, and self-reported symptoms. In approximately 300 of these newly enrolled households each week, a trained healthcare professional will also collect blood to estimate seroprevalence using a new antibody assay, to quantify the percentage of the adult population in the UK that has previously been infected with COVID-19. [DELETE AS APPROPRIATE] [If consented for blood draws] Your patient is taking part in this part of the study. [If consented for swab only] Your patient is not taking part in this part of the study.

Your patient may have agreed to be tested at regular intervals over the next year: we will send you results each time.

This research study is sponsored by the University of Oxford and has been approved by the South Central Berkshire B Research Ethics Committee. Further information about the study, including the protocol, is available on <https://www.ndm.ox.ac.uk/covid-19-infection-survey> together with a summary of the results to date on <https://www.ndm.ox.ac.uk/results>.

If you have any concerns about this individual please contact us on **TO ADD**.

Yours sincerely,

The Covid-19 Infection Survey team

Annex 5 – Research



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Annex 6 – CIS Protocol



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Annex 7 – Regions



Postcodes Master
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SCHEDULE 2

CONTRACTOR SOLUTION

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SCHEDULE 3

PRICING

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Annex A – Cost Model



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SCHEDULE 4

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SCHEDULE 5

ISSUED PROPERTY

1. All Issued Property shall remain the property of the AUTHORITY. It shall be used in the execution of the Contract and for no other purpose, without the prior approval in writing of the AUTHORITY.
2. Neither the CONTRACTOR, nor any Sub-Contractor, nor any other person, shall have a lien on Issued Property, for any sum due to the CONTRACTOR, Sub-Contractor or other person, and the CONTRACTOR shall take all such steps as may be necessary to ensure that the title of the AUTHORITY, and the exclusion of any such lien, are brought to the notice of all Sub-Contractors and other persons dealing with any Issued Property.

Delivery

3. The AUTHORITY shall liaise with the Department for Health and Social Care (DHSC) with a view to DHSC making available to the CONTRACTOR free of charge, those items of Issued Property in aid of the Services to be performed under this Contract which are listed in Annex A of this Schedule 5 (Issued Property). Where DHSC makes available such items, the AUTHORITY shall make arrangements with DHSC for that provision.
4. Should DHSC identify they are unable to meet the requirements listed in Annex A of this Schedule 5 (Issued Property) the CONTRACTOR shall procure such items, to the same or substantially similar standard, as identified in Schedule 14 (Standards).
5. Should agreed dates for the provision of Issued Property be subsequently revised due to the CONTRACTOR's programme changes, the AUTHORITY will use reasonable endeavours to supply Issued Property to meet the revised dates. The AUTHORITY will however not be under any obligation to provide Issued Property outside of the dates(s) agreed for the items in Annex A unless a change has been agreed by the AUTHORITY via the Variation Process detailed in Schedule 15 (Contract Variations). The AUTHORITY shall inform the CONTRACTOR as soon as they become aware of any event or reasons likely to result in failure to meet the delivery schedule.
6. The AUTHORITY is under no obligation to provide any Issued Property which is not included in Annex A to this Schedule. In the event that the CONTRACTOR identifies Issued Property additional to that detailed at Annex A is required to provide the Services, the CONTRACTOR may submit a written request to the AUTHORITY. Additional Issued Property may be supplied by the AUTHORITY, providing that they are reasonable for the AUTHORITY to provide, are

available during the requested periods of use, and that the CONTRACTOR can demonstrate that the Issued Property is relevant to the Contract and cannot be reasonably procured/supplied elsewhere by the CONTRACTOR. Any additional Issued Property which is agreed by the AUTHORITY will be added to the Contract by contract amendment in accordance with the Variation Process detailed in Schedule 15 (Contract Variations).

7. For the purpose of section 14(3) of the Sale of Goods Act 1979 (as amended) and the condition regarding fitness for purpose which is implied by that section into this Contract, the Parties agree that the purposes the AUTHORITY has expressly made known to the CONTRACTOR in relation to any Deliverable to be provided under this Contract are that:

7.1. It meets the requirements for the CONTRACTOR to be able to successfully deliver its obligations within the Contract; and

7.2. It complies with all applicable Laws and standards.

Receipt

8. Subject to Paragraphs 8 and 9 below, within 2 days of receipt of Issued Property, or such other longer period as may be specified in the Contract, the CONTRACTOR, or any CONTRACTOR Representative, shall:

8.1. check the Issued Property to verify that it corresponds with the Issued Property specified in the Contract;

8.2. conduct a reasonable visual inspection;

8.3. conduct any additional inspection and testing as may be necessary and practicable to check that the Issued Property is not defective or deficient for the purpose for which it has been provided; and

8.4. notify the AUTHORITY of any defects, deficiencies or discrepancies discovered.

9. Where Issued Property is packaged it shall not be unpacked earlier than is necessary. The period identified at Paragraph 7 above shall commence from the date on which packages are opened.

10. The AUTHORITY shall within a reasonable time after receipt of any notice under Paragraph 7 of this Schedule replace Issued Property agreed to be defective or deficient and, if appropriate,

the AUTHORITY shall revise the delivery schedule. If appropriate, it shall also issue written instructions for the return or disposal of the defective or deficient Issued Property.

11. In the event that the AUTHORITY fails to replace defective or deficient Issued Property within a reasonable time of receipt of a notice in accordance with Paragraph 9, fair and reasonable revisions of the delivery schedule (via the Variation Process detailed in Schedule 15 (Contract Variations)) shall be made as may be appropriate provided that the CONTRACTOR has taken all reasonable measures to mitigate the consequences of any such delay, including having access to Issued Property through their own contracts.

Custody

12. Subject to Paragraph 12 below and any limitation or exclusion of liability as may be specified in the Contract, the CONTRACTOR shall be responsible for the safe custody, storage and due return of Issued Property, and shall be responsible for all loss or damage thereto, until re-delivered in accordance with the AUTHORITY's instructions.
13. The CONTRACTOR shall not be liable in respect of:
 - 13.1. defects or deficiencies notified to the AUTHORITY in accordance with Paragraph 7 of this Schedule or latent defects which the CONTRACTOR can show could not reasonably have been discovered by means of the activities described at Paragraph 7 of this Clause;
 - 13.2. fair wear and tear in Issued Property resulting from its normal and proper use in the execution of the Contract (except insofar as the deterioration is contributed to by any misuse, lack of care or want of maintenance by the CONTRACTOR); and
 - 13.3. Issued Property rendered unserviceable as a direct result of ordinary performance of the Contract.

Accounting

14. The CONTRACTOR shall:
 - 14.1. create and maintain a fully auditable asset register which provides a comprehensive list of all Issued Property that has been drawn down from the source (warehouse); and how much of it has been used (to be at a level no less than CONTRACTOR and Sub-Contractor)

- 14.2. supply to the AUTHORITY monthly reports on the fully auditable asset register. At least one report in any six-month accounting period or part thereof shall be a reconciled report. The other five reports submitted in the period may be un-reconciled advisory reports. The submission by the CONTRACTOR and receipt by the AUTHORITY of these reports shall not prejudice any rights or obligations of the AUTHORITY or the CONTRACTOR under the Contract;
 - 14.3. ensure that all Issued Property of the AUTHORITY recorded in the fully auditable asset register is available for inspection by the AUTHORITY at any reasonable time; and
 - 14.4. retain the fully auditable asset register for a period of one year after disposal of the last item of the property of the AUTHORITY, or for any other period as may be specified in the Contract.
15. If the AUTHORITY agrees that a Sub-Contractor at any level of subcontracting shall have responsibility in the Sub-Contractor's fully auditable asset register for property of the AUTHORITY issued in aid of the Contract, the CONTRACTOR shall include in any Sub-Contract with those Sub-Contractors only the provisions corresponding to those set out in this Schedule that apply to property of the AUTHORITY issued in aid of the Sub-Contract.

Returns

16. The obligations of the CONTRACTOR arising under this Schedule in respect of Issued Property shall survive expiry or termination of the Contract and shall not be completed until all such obligations are fulfilled. The obligations of the CONTRACTOR arising under this Schedule in respect of property of the AUTHORITY unconnected with the Contract shall survive completion of the Contract and shall not be completed until all those obligations are fulfilled.
17. At Contract completion the CONTRACTOR shall forward a list of Issued Property still held to the AUTHORITY's Commercial Manager named in the Contract or their designated recipient. Return or disposal of such Issued Property will be as specified in the Contract, or as instructed by the AUTHORITY at Contract completion and/or termination. If no disposal instructions are specified in the Contract the AUTHORITY shall provide such instructions within two months of the CONTRACTOR's written request to do so.
18. Any request for disposal/return instructions for AUTHORITY Issued Property shall be accompanied by a copy of the fully auditable asset register. At completion and/or termination of the Contract, the Issued Property shall be in the same condition that it was issued to the CONTRACTOR.

19. The use of Issued Property shall not relieve the CONTRACTOR of any of his responsibilities for the proper performance of the Contract. It is the CONTRACTOR's responsibility to determine that the Issued Property is fit for the CONTRACTOR's purpose.

Annex A

Issued Property Delivery Schedule



Schedule 5 Issued
Property Annex A 28

SCHEDULE 6

SUPPLY CHAIN

1. The provisions in this Schedule identify the end to end supply chain from the perspective of the CONTRACTOR. There is potential for a number of the key components of the 'upward' Supply Chain to be available, free of charge, to the CONTRACTOR (DHSC) cross-pillar contracts,); as follows:

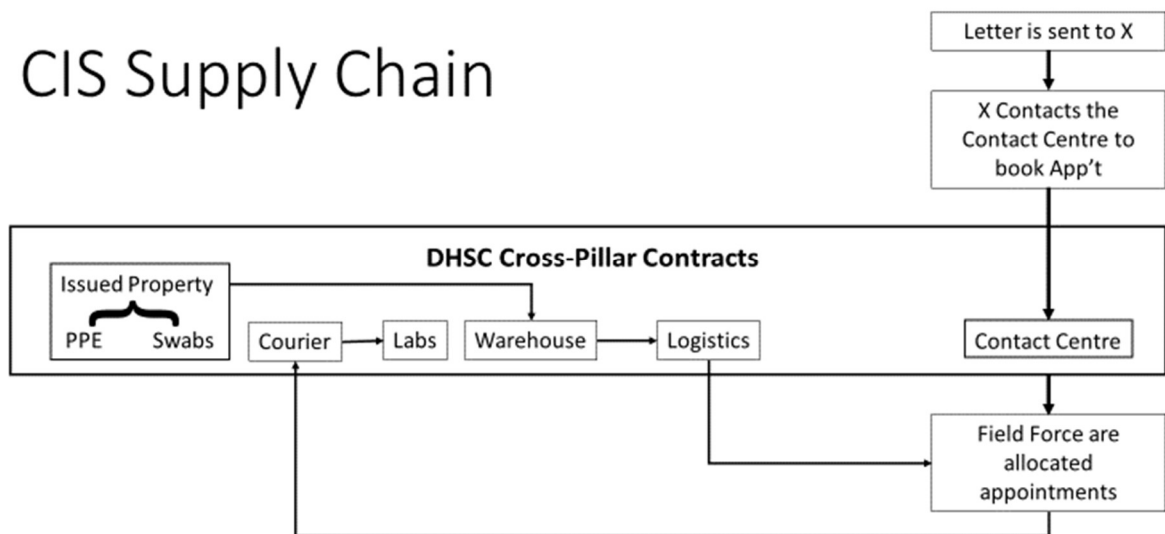


Figure 1

2. Access to these contracts could either be available as direct access from the AUTHORITY, or if this is not available, the CONTRACTOR will provide the access and management of these. If the AUTHORITY does provide this access and management, the expected volumes and usage of these needs to be provided by the CONTRACTOR in accordance with Annex A of this Schedule.

Delivery

3. Subject to Paragraph 2, the AUTHORITY shall make available to the CONTRACTOR, free of charge, utilisation of the cross-pillar contracts to the volume and timeliness identified in Annex A.
4. Should agreed dates for the provision of access to the requested volumes and timeliness to the cross-pillar contracts be subsequently revised due to the CONTRACTOR's programme changes, the AUTHORITY will use reasonable endeavours to ensure access to meet the

revised requirements. The AUTHORITY will however not be under any obligation to provide access to cross-pillar contracts outside of the dates(s) agreed for the volumes and timeliness in Annex A unless a Variation has been agreed by the AUTHORITY via the Variation Process detailed in Schedule 15 (Contract Variations). The AUTHORITY shall inform the CONTRACTOR as soon as they become aware of any event or reasons likely to result in failure to meet the delivery schedule.

5. The AUTHORITY is under no obligation to provide any access to cross-pillar contracts which is not included in Annex A to this Schedule. In the event that the CONTRACTOR identifies additional requirements to that detailed at Annex A are required to perform this Contract, the CONTRACTOR may submit a written request to the AUTHORITY. Additional requirements may be supplied by the AUTHORITY, provided that they are reasonable for the AUTHORITY to provide, are available during the requested periods of use, and that the CONTRACTOR can demonstrate that the additional requirements are relevant to the Contract and cannot be reasonably procured/supplied elsewhere by the CONTRACTOR. Any additional requirements which are agreed by the AUTHORITY will be added to the Contract by contract amendment in accordance with the Variation Process detailed in Schedule 15 (Contract Variations).
6. Further to Paragraph 2, should access to the DHSC cross-pillar contracts not be achievable, the CONTRACTOR will need to secure their own access to these Requirements.
7. **"Key Sub-Contractor"** means any Sub-Contractor:
 - (a) which, in the reasonable opinion of the AUTHORITY, performs (or would perform if appointed) a key role in the provision of all or any part of the Services;
 - (b) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 5% of the aggregate Charges forecast to be payable under this Contract; and/or
 - (c) which, at any time during the performance of this Contract, could have a serious impact on the AUTHORITY's ability to meet its overall objectives if it fails to perform any part of its Services.
8. The list of Key Sub-Contractors are as identified in Annex B, with any amendments to this to be secured via the Variation Process as detailed in Schedule 15 (Contract Variations).

Annex A

Supply Chain Requirements Schedule



Schedule 6 - Supply
Chain Annex A - ED 2

Annex B



Annexe B schedule 6
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SCHEDULE 7

CONTRACT MANAGEMENT

Governance Hierarchy

1.1 The Contract shall be governed under the following hierarchy of governance groups:

- (a) Operational Governance Group;
- (b) Management Governance Group;
- (c) Strategic Governance Group.

Operational Governance Group

1.2 The purpose of the Operational Governance Group is to manage the day-to-day performance of this Contract. It will:

- (a) consider level 1 operational performance data – performance against KPI and PI data;
- (b) agree actions to enable KPI and PI Minimum Acceptable Levels of service to be maintained; and
- (c) escalate matters which cannot be agreed to the Management Governance Group for resolution.

1.3 Membership of the Operational Governance Group shall include, as a minimum:

AUTHORITY Member	CONTRACTOR Member
AUTHORITY Service Manager (Chair)	CONTRACTOR Field Resource and Partner Lead
AUTHORITY Service Supervisor	CONTRACTOR Field Associate Director
AUTHORITY Commercial Supervisor	CONTRACTOR Management Information Lead

1.4 The Operational Governance Group shall meet weekly unless otherwise agreed between the Parties.

Management Governance Group

1.5 The purpose of the Management Governance Group is to manage the month-to-month operational and financial performance of this Contract. It will:

- (a) resolve escalations from the Operational Governance Group;
- (b) consider level 2 operational performance data – performance against KPI and PI data;
- (c) agree actions in the event that KPI and PI Minimum Acceptable Levels of service are not being maintained;
- (d) instigate and monitor performance against Rectification Plans where these are required;
- (e) review proposed efficiencies and contractual scope changes;
- (f) review the financial performance of the Contract;
- (g) prepare papers for the Joint Appraisal Review; and
- (h) escalate matters which cannot be agreed to the Strategic Governance Group for resolution.

1.6 Membership of the Management Governance Group shall include, as a minimum

AUTHORITY Member	CONTRACTOR Member
AUTHORITY Commercial Manager (Chair)	CONTRACTOR Programme Director
AUTHORITY Service Manager	CONTRACTOR Field Resource and Partner Lead

1.7 The Management Governance Group shall meet monthly unless otherwise agreed between the Parties.

Strategic Management Group

- 1.8 The purpose of the Strategic Governance Group is to manage the quarter-by-quarter operational and financial performance of this Contract. It will:
- (a) resolve escalations from the Management Governance Group;
 - (b) consider Level 3 operational performance data – performance against KPI and PI data;
 - (c) agree actions in the event that Remediation Plans are failing;
 - (d) review major contractual scope changes;
 - (e) review the long-term financial performance of the Contract;
 - (f) prepare and approve papers to be circulated to the Joint Appraisal Reviews; and
 - (g) consider the impact on the Contract of national or strategic changes in the market-place.

1.9 Membership of the Strategic Governance Group shall include, as a minimum:

AUTHORITY Member	CONTRACTOR Member
AUTHORITY Commercial Director (Chair)	CONTRACTOR Senior Vice President
AUTHORITY Service Director	CONTRACTOR Programme Director
AUTHORITY Commercial Manager	CONTRACTOR Finance Lead

1.10 The Strategic Governance Group shall meet three-monthly unless otherwise agreed between the Parties.

Governance Group Meetings - general

1.11 Secretariat for all meetings shall be provided by the AUTHORITY.

Official

- 1.12 Governance meetings may be conducted at AUTHORITY Premises, to be notified to the CONTRACTOR from time to time, unless otherwise directed by the AUTHORITY. All meetings shall have the facility for remote electronic access.
- 1.13 The AUTHORITY shall direct whether governance meetings shall be held via remote electronic access due to prevailing health and safety considerations.
- 1.14 Papers for all governance meetings shall be delivered to the AUTHORITY in good time to allow circulation to members a minimum of three (3) Days prior to the meeting. For the Operational Governance Group, where expediency of reporting does not allow this provision to be met, papers shall be circulated as far in advance as is possible. While tabling of papers at the Operational Governance Group is acceptable, it should be used to the minimum possible extent.
- 1.15 The AUTHORITY will make a written record of all governance meetings and circulate it to all participants.

Governance Group Meetings – specific

- 1.16 A template terms of reference and agenda for the Management Governance Group is shown in Annex 1 to this Schedule.

Annex 1

MANAGEMENT GOVERNANCE GROUP MONTHLY SUPPLIER REVIEW MEETING

TERMS OF REFERENCE

1. **Purpose.** The Monthly Management Governance Group meetings are critical in allowing the ONS to exercise the appropriate control over each of its contractors. They are the formal opportunity to:
 - a. Review and accept the Contractor's project schedule.
 - b. Review and accept the Contractor's monthly progress report including:
 - (1) Progress against the required delivery, and understand the reason for, but more importantly the impact, of any slippage.
 - (2) Review open risks, assumptions, issues, dependencies and opportunities.
 - (3) Review the CONTRACTOR's performance against Critical KPIs, KPIs and PIs.
 - c. Review and accept the Supplier's Monthly Cost Report including:
 - (1) The total of Charges, and any actual and forecast variations.
 - (2) The potential cost impact of any schedule slippage.
 - (3) The potential cost impact of risks and issues, so informing mitigations.
 - (4) Whole life cost issues.
 - (5) Cash Flow Forecast.
 - d. To establish a common baseline of understanding to inform the Strategic Governance Group.
2. **Attendance.** Attendance should be tailored to each contract but may include the following ONS representatives and their Supplier equivalents:
 - a. To be agreed;

- b. To be agreed.
- 3. **Timing & Frequency.** Held monthly; the Monthly Management Governance Group meeting should be held in the first week of each month.
- 4. **Output.** The output from the Monthly Management Governance Group meeting will be a record of actions and decisions, and the identification of issues that need to be briefed to the Strategic Governance Group.

Proposed Checklist

Before the Meeting (Commercial Manager)
Plan meeting logistics (issue invitations and agenda, secure meeting space(s), include Skype links for remote access, take a proactive and responsible approach to accessibility issues)
Plan meeting and identify speakers. Ensure the required technology is available (e.g. projector) and meeting materials (e.g. PowerPoint Slides) are collated
Consult with customer manager regarding status of Management Information received and circulated for approval, including summaries of daily and weekly Management Information and the Monthly Cost Report
Confirm attendance (ensure guidance for managing visitors to ONS premises is followed)
(Day of the meeting) Hold an internal briefing to confirm lines to take on any matters to be discussed

Proposed Agenda

Item	Discussion	Suggested Lead
1.	Introduction	Chair
2.	Review of minutes from previous meeting	Chair Secretariat
3.	Review of Monthly Management Information	Chair Supplier Lead
4.	Review of Monthly CONTRACTOR Cost Report	Chair Supplier Lead
Standing Items:		
6.		All

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Item	Discussion	Suggested Lead
	<p>a. Review media enquiries made within the last month</p> <p>b. Review ongoing incidents and any raised within the last month</p> <p>c. Review CONTRACTOR's and ONS' Key Personnel list</p> <p>d. Detailed review of CONTRACTOR's Project Schedule (Quarterly)</p> <p>e. Review any known forthcoming Policy/Legislative changes (Quarterly)</p> <p>f. Continuous Improvement</p>	Others*
7.		Chair Others*
8.	Any Other Business	Chair
9.	Review of Decisions / Actions (including report resubmissions)	Chair Secretariat
10.	Conclusion and Date of Next Meeting	Chair

81.7 *Others – to be determined pre-meeting and invited accordingly

Proposed Checklist

After the Meeting
Secretariat places meeting materials, actions, and meeting minutes in project documentation repository (i.e. SharePoint)

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Secretariat circulates meeting materials, actions, and meeting minutes, to all parties concerned
Prepare brief, as required for the monthly Project Board
Ensure all actions from the meeting have been assigned and completed
(If required) CONTRACTOR resubmits Monthly Management Information and Monthly Cost Report incorporating any changes agreed during the Monthly Management Governance Group meeting

SCHEDULE 8

DISPUTE RESOLUTION

Dispute Notices

- 1.1 Either Party may issue to the other a Dispute Notice where a Dispute arises.
- 1.2 A Dispute Notice:
- (a) shall set out:
 - (i) the material particulars of the Dispute;
 - (ii) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
 - (iii) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and
 - (b) may specify in accordance with the requirements of Paragraphs 7.2 and 7.3 that the Party issuing the Dispute Notice has determined (in the case of the AUTHORITY) or considers (in the case of the CONTRACTOR) that the Dispute is a Multi-Party Dispute, in which case Paragraph 1.3 shall apply.
- 1.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to Paragraph 1.2(b), then:
- (a) if it is served by the AUTHORITY it shall be treated as a Multi-Party Procedure Initiation Notice; and
 - (b) if it is served by the CONTRACTOR it shall be treated as a CONTRACTOR Request (“**CONTRACTOR Request**”),
- and in each case the provisions of Paragraph 7 shall apply.

- 1.4 Subject to Paragraphs 1.5 and 2.2 and so long as the AUTHORITY has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice, the Parties shall seek to resolve the Dispute:
- (a) firstly by mediation (as prescribed in Paragraph **Error! Reference source not found.**); and
 - (b) secondly, by recourse to arbitration (as prescribed in Paragraph 5) or litigation (in accordance with Clause L71 (Governing Law and Jurisdiction)).
- 1.5 Specific issues shall be referred to Expert Determination (as prescribed in Paragraph 4) where specified under the provisions of this Contract and may also be referred to Expert Determination where otherwise appropriate as specified in Paragraph 4.1.

Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Agreement Contract regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice or proceedings under Paragraph 6 (Urgent Relief).

2 Expedited Dispute Timetable

- 2.1 In exceptional circumstances where the use of the times in this Schedule would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within five (5) Working Days of the issue of a Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the AUTHORITY.
- 2.2 If the Expedited Dispute Timetable is to be used pursuant to the provisions of Paragraph 2.1 or is otherwise specified under the provisions of this Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:
- (a) in Paragraph 3.3, ten (10) Working Days;
 - (b) in Paragraph 4.2, five (5) Working Days; and
 - (c) in Paragraph 5.2, ten (10) Working Days.
- 2.3 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. If the Parties fail to agree within two (2) Working Days after the deadline has passed, the AUTHORITY

may set a revised deadline provided that it is no less than five (5) Working Days before the end of the period of time specified in the applicable paragraphs (or two (2) Working Days in the case of Paragraph 4.2). Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the AUTHORITY fails to set such a revised deadline then the use of the Expedited Dispute Timetable shall cease and the normal time periods shall apply from that point onwards.

3 **Mediation**

3.1 Following the service of a Dispute Notice, then, so long as the AUTHORITY has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, either Party may serve a written notice to proceed to mediation in accordance with the remaining provisions of this Paragraph **Error! Reference source not found.** (a "**Mediation Notice**").

3.2 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with the version of CEDR's model mediation procedure which is current at the time the Mediation Notice is served (or such other version as the Parties may agree).

3.3 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within twenty (20) Working Days from (and including) the service of a Mediation Notice then either Party may apply to CEDR to nominate such a person.

3.4 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.

3.5 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Variation Process where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

4 **Expert Determination**

4.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a complex technical, accounting or financing matter (as the Parties may agree) and the Dispute has not been resolved through the Escalation Process or, if applicable, mediation in accordance with Paragraph **Error! Reference source not found.**, then either Party may by written notice to the other request (agreement to which request shall not be unreasonably withheld or delayed) that the Dispute be referred to an Expert for determination.

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4.2 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 of the relevant request made pursuant to Paragraph 4.1, or if the person appointed is unable or unwilling to act, the Expert shall be appointed:

- (a) if the Dispute relates to a matter of a financial technical nature, on the instructions of the President of the Institute of Chartered Accountants of England and Wales; or
- (b) if the Dispute relates to a matter of a technical nature not falling within Paragraph (a), on the instructions of the president (or equivalent) of:
 - (i) an appropriate body agreed between the Parties; or
 - (ii) if the Parties do not reach agreement on the relevant body within fifteen (15) Working Days of the relevant request made pursuant to Paragraph 4.1, such body as may be specified by the President of the Law Society on application by either Party.

4.3 The Expert shall act on the following basis:

- (a) he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
- (b) the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
- (c) the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
- (d) any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
- (e) the process shall be conducted in private and shall be confidential; and
- (f) the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

5 **Arbitration**

5.1 Subject to compliance with its obligations under the Escalation Process and the provisions of Paragraph 4, either Party may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of Paragraph 5.5.

5.2 Before either Party commences court proceedings or arbitration, it shall serve written notice on the other Party of its intentions and the other Party shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "**Counter Notice**") on the Party requiring the Dispute to be referred to and resolved by arbitration in accordance with Paragraph 5.5 or be subject to the exclusive jurisdiction of the courts of England and Wales. The Party shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.

5.3 If the Party receiving the initial notice serves a Counter Notice, then:

- (a) if the Counter Notice requires the Dispute to be referred to arbitration, the provisions of Paragraph 5.5 shall apply; or
- (b) if the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts of England and Wales, the Dispute shall be so referred to those courts and the party serving the initial notice shall not commence arbitration proceedings.

5.4 If the party receiving the initial notice does not serve a Counter Notice within the fifteen (15) Working Day period referred to in Paragraph 5.2, the other Party may either commence arbitration proceedings in accordance with Paragraph 5.5 or commence court proceedings in the Courts of England and Wales which shall (in those circumstances) have exclusive jurisdiction.

5.5 The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to Paragraphs 5.1 to 5.4:

- (a) the Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("**LCIA**") (subject to Paragraphs (e), (f) and (g));
- (b) the arbitration shall be administered by the LCIA;
- (c) the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

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- (d) if the Parties fail to agree the appointment of the arbitrator within ten (10) Working Days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (e) the chair of the arbitral tribunal shall be British;
- (f) the arbitration proceedings shall take place in London and in the English language; and
- (g) the seat of the arbitration shall be London.

6 Urgent Relief

Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

- 6.1 for interim or interlocutory remedies in relation to this Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or
- 6.2 where compliance with Clause 70.1 (Dispute Resolution) and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

7 Multi-party Disputes

- 7.1 All Multi-Party Disputes shall be resolved in accordance with the procedure set out in this Paragraph 7 (the "**Multi-Party Dispute Resolution Procedure**").
- 7.2 If at any time following the issue of a Dispute Notice, the AUTHORITY reasonably considers that the matters giving rise to the Dispute involve one or more Related Third Parties, then the AUTHORITY shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the CONTRACTOR which sets out the AUTHORITY's determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure, such notice a "**Multi-Party Procedure Initiation Notice**".
- 7.3 If following the issue of a Dispute Notice but before the Dispute has been referred to Expert Determination or to arbitration in accordance with Paragraph 5, the CONTRACTOR has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Related Third Parties, the CONTRACTOR may serve a CONTRACTOR Request on the AUTHORITY.

7.4 The AUTHORITY shall (acting reasonably) consider each CONTRACTOR Request and shall determine within five (5) Working Days whether the Dispute is:

- (a) a Multi-Party Dispute, in which case the AUTHORITY shall serve a Multi-Party Procedure Initiation Notice on the CONTRACTOR; or
- (b) not a Multi-Party Dispute, in which case the AUTHORITY shall serve written notice of such determination upon the CONTRACTOR and the Dispute shall be treated in accordance with Paragraphs 2 to 6.

7.5 If the AUTHORITY has determined, following a CONTRACTOR Request, that a Dispute is not a Multi-Party Dispute, the CONTRACTOR may not serve another CONTRACTOR Request with reference to the same Dispute.

7.6 Following service of a Multi-Party Procedure Initiation Notice a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the "**Multi-Party Dispute Resolution Board**") comprising representatives from the following parties to the Multi-Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Party Dispute:

- (a) the AUTHORITY;
- (b) the CONTRACTOR;
- (c) each Related Third Party involved in the Multi-Party Dispute; and
- (d) any other representatives of any of the Parties and/or any Related Third Parties whom the AUTHORITY considers necessary,

(together "**Multi-Party Dispute Representatives**").

7.7 The Parties agree that the Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:

- (a) the Parties shall procure that their Multi-Party Dispute Representatives attend, and shall use their best endeavours to procure that the Multi-Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;

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- (b) the Multi-Party Dispute Resolution Board shall first meet within ten (10) Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Parties may agree or, if the Parties do not reach agreement on the time and place within five (5) Working Days of service of the relevant Multi-Party Procedure Initiation Notice, at the time and place specified by the AUTHORITY, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and
- (c) in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations between the Parties and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.

7.8 If a Multi-Party Dispute is not resolved between the Parties and all Related Third Parties within twenty-five (25) Working Days of the issue of the Multi-Party Procedure Initiation Notice (or such longer period as the Parties may agree in writing), then:

- (a) either Party may serve a Mediation Notice in respect of the Multi-Party Dispute in which case Paragraph **Error! Reference source not found.** shall apply;
- (b) either Party may request that the Multi-Party Dispute is referred to an Expert in which case Paragraph 4 shall apply; and/or
- (c) subject to Paragraph 7.9, Paragraph 5 shall apply to the Multi-Party Dispute,

and in each case references to the "**CONTRACTOR**" or the "**Parties**" in such provisions shall include a reference to all Related Third Parties.

7.9 If a Multi-Party Dispute is referred to arbitration in accordance with Paragraph 5 or a Dispute becomes a Multi-Party Dispute during the course of arbitration proceedings and either Party is unable to compel a Related Third Party to submit to such arbitration proceedings, the AUTHORITY or the CONTRACTOR may discontinue such arbitration proceedings and instead initiate court proceedings. The costs of any such discontinued arbitration proceedings shall be borne by the Party which is in a direct contractual relationship with the Related Third Party or, where the Related Third Party is a Sub-Contractor, by the CONTRACTOR.

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SCHEDULE 9

COMMERCIALLY SENSITIVE INFORMATION

1.1 The following shall be considered Commercially Sensitive Information:

Schedule 2 – Contractor Solution

Schedule 3 – Pricing

Schedule 4 – Service Levels

Schedule 16 – Guarantee

Schedule 17 – Insurance

SCHEDULE 10

KEY PERSONNEL

1. CONTRACTOR Key Personnel

1.1. The holders of the following roles shall be considered Key Personnel. Further to the below table, Annex A to this Schedule 10 includes an organisational chart setting out the structure of the roles within the CONTRACTOR's organisation to provide the Services.

CONTRACTOR's Key Personnel	
CONTRACTOR's Key Personnel	Brief description of roles and responsibilities
CONTRACTOR's Senior Vice President & General Manager, North Europe	The person appointed by the CONTRACTOR to take overall accountability for the delivery of the Services and the CONTRACTOR's overall performance during the delivery of the Services. The CONTRACTOR's Senior Vice President will chair and oversee any strategic reviews or meetings relevant to the issues associated with the CONTRACTOR's performance during the delivery of the Services. The CONTRACTOR's Senior Vice President will also maintain an overview of any Sub-Contractors used by the CONTRACTOR to deliver the Services. The CONTRACTOR's Senior Vice President also takes responsibility for the CONTRACTOR's legal obligations arising from the Contract. The CONTRACTOR's Senior Vice President will liaise when required with the Director of Population and Public Policy Operations, including on an 'as-needed' basis in the event of an incident or emergency (or during any regular engagement or planned meeting). The CONTRACTOR's Senior Vice President shall not be the same person as the CONTRACTOR's Programme Director. (If required) the CONTRACTOR's Senior Vice President shall also be available to take part in the Escalation Process.
CONTRACTOR's Programme Director	The person appointed by the CONTRACTOR from the CONTRACTOR's senior management team to direct the CONTRACTOR's operations and delivery of the Services. The CONTRACTOR's Programme Director will chair and oversee any reviews or meetings relevant to the issues associated with the CONTRACTOR's performance during the delivery of the Services. The CONTRACTOR's Programme Director will also manage and maintain the commercial relationships with any Sub-Contractors used by the CONTRACTOR to deliver the Services. The CONTRACTOR's Programme Director will also take responsibility for the CONTRACTOR's service delivery obligations arising from the Contract. The CONTRACTOR's Programme Director will liaise as and when required with the Deputy Director of Operations, including in the event of an incident or

	emergency. (If required) the CONTRACTOR's Programme Director shall also be available to take part in the Escalation Process.
CONTRACTOR's UK Field Resource & Partner Lead	The person appointed by the CONTRACTOR from the CONTRACTOR's staff to act as the CONTRACTOR's Field Resource & Partner Lead, in order to manage the CONTRACTOR's delivery of the Services. The CONTRACTOR's Field Resource & Partner Lead will manage any operational issues associated with the CONTRACTOR's performance during the delivery of the Services. The CONTRACTOR's Field Resource & Partner Lead will also manage any operational matters arising from any Sub-Contractors used by the CONTRACTOR to deliver the Services. The CONTRACTOR's Field Resource & Partner Lead will liaise as and when required with the AUTHORITY Service Manager, including in the event of an incident or emergency. (If required) the CONTRACTOR's Field Resource & Partner Lead shall also be available to take part in the Escalation Process.
CONTRACTOR's Programme Manager	The person appointed by the CONTRACTOR from the CONTRACTOR's organisation that will lead on overall programme management of the entire field-based operations of the survey and responsibilities arising from the Contract. The CONTRACTOR's Programme Manager will liaise when required with the AUTHORITY'S personnel as required and including on an 'as-needed' basis in the event of an incident or emergency. (If required) the CONTRACTOR's Programme Manager shall also be available to take part in the Escalation Process.
CONTRACTOR's Commercial Contracting and Procurement Lead	The person appointed by the CONTRACTOR from the CONTRACTOR's organisation that will lead on the management of the commercial relationships and responsibilities arising from the Contract. The CONTRACTOR's Commercial Contracting and Procurement Lead will also manage and maintain the contractual and commercial relationships with any Sub-Contractors used by the CONTRACTOR to deliver the Services. The CONTRACTOR's Commercial Contracting and Procurement Lead will liaise when required with the Commercial Manager over matters arising from the Contract, including the delivery of the Services, any valuation of the Services provided and processing invoices for payment. (If required) the CONTRACTOR's Commercial Contracting and Procurement Lead shall also be available to take part in the Escalation Process.
CONTRACTOR's Data Security Lead	The person appointed by the CONTRACTOR as the CONTRACTOR's Data Security Lead, and who has responsibility for managing the CONTRACTOR's obligations arising from data security aspects of this Contract. The CONTRACTOR's Data Security Lead works with both the CONTRACTOR's Field Resource & Partner Lead and the CONTRACTOR's Programme Manager and the CONTRACTOR'S Quality & Training Lead to manage the CONTRACTOR's obligations arising from the Contract. The CONTRACTOR's

	Data Security Lead will liaise as required with the AUTHORITY'S Security Representative over matters arising from the Contract, including the delivery of the services described in the data security provisions in this Contract.
CONTRACTOR'S Recruitment Lead	The person appointed by the CONTRACTOR as the Recruitment Lead, and who has responsibility for managing the relationship with the AUTHORITY in respect of all issues relating to all aspects of the recruitment process outlined in the 'Employed' status and the supporting areas including but not limited to planning, MI, testing, exit etc. The CONTRACTOR's Recruitment Lead will liaise as required with the AUTHORITY'S Recruitment Lead over delivery of services.
CONTRACTOR'S Quality & Training Lead	The person appointed by the CONTRACTOR as the Quality & Training Lead, and who has responsibility for managing the relationship with the AUTHORITY in respect of all issues relating to all aspects of the quality and training process. The Quality and Training Lead will liaise as required with the AUTHORITY'S Training Lead over delivery of services. (If required) the CONTRACTOR's Quality & Training Lead shall also be available to take part in the Escalation Process.
CONTRACTOR'S Finance Lead	The person appointed by the CONTRACTOR's as the Finance Lead, and who has responsibility for managing the relationship with the AUTHORITY in respect of all issues relating to all aspects of the pay process including but not limited to accurate and timely invoicing; financial reconciliations and reporting. The CONTRACTOR's Finance Lead will liaise as required with the AUTHORITY'S Finance Lead over delivery of financial services.
CONTRACTOR'S HR Lead	The person appointed by the CONTRACTOR as the HR Lead, and who has responsibility for managing the relationship with the AUTHORITY in respect of all issues relating to all aspects of the HR process outlined in the 'Employed' status and the supporting areas including but not limited to planning, MI, testing, exit etc. The CONTRACTOR's HR Lead will liaise as required with the AUTHORITY'S HR Lead over delivery of services.
CONTRACTOR'S Management Information Lead	The person appointed by the CONTRACTOR as the Management Information Lead, and who has responsibility for managing the relationship with the AUTHORITY in respect of all issues relating to all aspects of the Management Information process. The CONTRACTOR's Management Information Lead will liaise as required with the AUTHORITY'S Management Information Lead over delivery of services.
CONTRACTOR'S Data and Technology Lead	The person appointed by the CONTRACTOR as the Data and Technology Lead, and who has responsibility for managing the relationship with the AUTHORITY in respect of all issues relating to all aspects of the Data and Technology processes. The CONTRACTOR's Data and Technology Lead will liaise as

	required with the AUTHORITY'S Data and Technology Lead over delivery of services.
CONTRACTOR'S Technology Programme Manager	The person appointed by the CONTRACTOR from the CONTRACTOR's organisation that will lead on overall programme management of the entire data and technology provision. The CONTRACTOR's Technology Programme Manager will lead the coordination and oversight of the Data and Technology Scrum teams and will liaise when required with the AUTHORITY'S personnel as required and including on an 'as-needed' basis in the event of an incident or emergency.
CONTRACTOR'S Communications Manager	The person appointed by the CONTRACTOR as the Communications Manager, and who has responsibility for managing the relationship with the AUTHORITY in respect of all issues relating to all aspects of the Communications process. The Communications Manager will liaise as required with the AUTHORITY'S Communication's Lead over delivery of services. (If required) the CONTRACTOR's Communications Manager shall also be available to take part in the Escalation Process
CONTRACTOR'S Customer Experience Lead	The person appointed by the CONTRACTOR as the Customer Experience Lead, and who has responsibility for managing the relationship with the AUTHORITY in respect of all issues relating to all aspects of the Customer (Participant) Experience process. The CONTRACTOR's Customer Experience Lead will liaise as required with the AUTHORITY'S Customer Experience Lead over delivery of services.
CONTRACTOR'S Logistics Lead	The person appointed by the CONTRACTOR as the Logistics Lead, and who has responsibility for managing the relationship with the AUTHORITY in respect of all issues relating to all aspects of the Logistics process. The CONTRACTOR's Logistics Lead will liaise as required with the AUTHORITY'S Operations Lead over delivery of services. (If required) the CONTRACTOR's Logistics Lead shall also be available to take part in the Escalation Process.
CONTRACTOR'S Executive Assistant	The person appointed by the CONTRACTOR as the Executive Assistant to the IQVIA CIS leadership team, and who has responsibility for providing administrative responsibilities including but not limited to diary management; onboarding new recruits; line management of CIS Admin team and providing the on-call cover for CIS over weekends and Bank Holidays. The CONTRACTOR's Executive Assistant will liaise with the AUTHORITY'S Administrative Support team over the delivery of services.

2. Key Personnel provisions

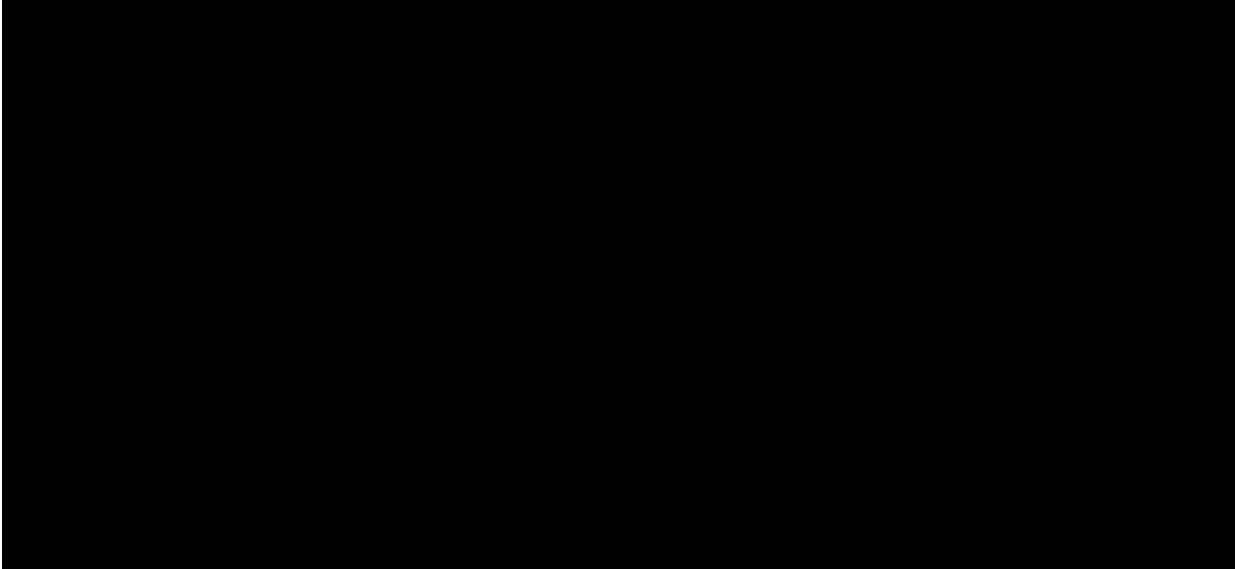
- 2.1. The CONTRACTOR acknowledges that the Key Personnel are essential to the proper provision of the Services to the AUTHORITY.
- 2.2. The CONTRACTOR shall not remove or replace any Key Personnel unless:
- 2.2.1. requested to do so by the AUTHORITY;
 - 2.2.2. the person concerned resigns, retires or dies or is on maternity or long-term sick leave;
 - 2.2.3. the person's employment or contractual arrangement with the CONTRACTOR or a Sub-Contractor is terminated for material breach of contract by the employee; or
 - 2.2.4. the CONTRACTOR obtains the AUTHORITY'S prior written consent.
- 2.3. The AUTHORITY shall not unreasonably withhold its consent under Paragraph 2.2 above. Such consent shall be conditional on appropriate arrangements being made by the CONTRACTOR to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.
- 2.4. The CONTRACTOR shall ensure that it replaces any of the Key Personnel with another employee of no less status, knowledge and experience approved by the AUTHORITY in accordance with this Paragraph 2.4. In the event of any such replacement or any resignation of any of the Key Personnel, the CONTRACTOR shall propose an individual to replace such Key Personnel to the AUTHORITY and supply to the AUTHORITY the curriculum vitae of such replacement individual who shall have (in the opinion of the AUTHORITY) the status, skills and experience at least equal to that of such of the Key Personnel that they are proposed to replace. The AUTHORITY shall have the right to interview and accept or reject that proposed replacement. In the event of an agreed redeployment or resignation of any of the Key Personnel, the CONTRACTOR shall use its best endeavours to ensure that such Key Personnel shall work such part of their notice period(s) as is necessary to ensure appropriate knowledge transfer to their replacement(s) and shall demonstrate to the AUTHORITY that an appropriate knowledge transfer plan has been implemented by such Key Personnel and their replacements.
- 2.5. The CONTRACTOR shall ensure that all Key Personnel roles are filled and none are left vacant. In the event a Key Personnel role is left vacant for more than [two (2) Working Days], the CONTRACTOR will notify the AUTHORITY in writing of the same and the Parties will agree a resolution to fill the role (with the AUTHORITY having the final discretion on the matter).

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Annex A

Contractor Organisation Chart

IQVIA COVID-19 Infection Survey Structure (updated 20-07-20)
Seven day week service



Annex B

KEY SUB-CONTRACTORS

Key Sub-Contractor name	Registered office and company number
Bionical Solutions Limited	The Piazza, Mercia Marina, Findern Lane, Willington, Derbyshire, DE65 6DW Registered in England and Wales No. 04313379
Bluecrest Health Screening Ltd	Ridgeworth House, 5/9 Liverpool Gardens, Worthing, BN11 1RY Registered in England and Wales No. 08119445
Ipsos MORI	Ipsos Mori, 3 Thomas More Square, London, England, E1W 1YW No. 01640855
Kantar	TNS House Westgate, London W5 1UA Registered in England and Wales No. 03073845
Nat+B8Cen	NatCen Social Research, 35 Northampton Square, London EC1V 0AX Registered in England No. 4392418
Square Health	Square Health Ltd. Crown House, William Street, Windsor SL4 1AT Registered in England and Wales No. 07054181
Star Medical	Star House, 4 Kelso Place, Upper Bristol Road, Bath BA1 3AU Registered in England and Wales No. 4487307
ICS	Independent Clinical Services Ltd, Caledonia House, 223 Pentonville Road, London N1 9NG Registered in England & Wales No. 04768329
Serco	Serco Limited, Serco House, 16 Bartley Wood Business Park, Bartley Way, Hook, Hampshire, RG27 9UY

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Initial Rentokil	
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SCHEDULE 11

VALUE FOR MONEY

1 Open Book Accounting

1.1 The CONTRACTOR acknowledges the importance to the AUTHORITY of their financial transparency objectives and the AUTHORITY's need for complete transparency in the way in which the Charges are calculated.

1.2 During the Contract Period, and for a period of six (6) years following the end of the Contract Period, the CONTRACTOR shall:

(a) maintain and retain the Open Book Data; and

(b) disclose and allow the AUTHORITY and/or the Auditors access to the Open Book Data.

1.3 The Contractor's Pass-Through costs shall not exceed 14.6% of the Charges.

2 Value Management

2.1 Upon request from the AUTHORITY, the CONTRACTOR and the AUTHORITY shall undertake value engineering workshops, whereby the CONTRACTOR and the AUTHORITY shall work through the Services, testing each element of the design, specification, deliverability and cost.

2.2 The CONTRACTOR shall engage fully in the value engineering process and provide skilled and experienced CONTRACTOR Staff who are capable and able to contribute effectively to the process.

2.3 Output of these value engineering exercises will be developed for further discussion and acceptance by the AUTHORITY in due course.

3 Cash Flow Forecast

3.1 The CONTRACTOR shall provide the AUTHORITY with a detailed Cash Flow Forecast ("**Cash Flow Forecast**") that shall be reviewed and updated within the Monthly Cost Report.

3.2 The Cash Flow Forecast shall:

- (a) be based on the current forecast of the total of the Charges, and current actual commitments / spend;
- (b) relate to either Monthly or quarterly time periods (as the CONTRACTOR shall decide); and
- (c) be consistent with the Deliverable Dates for the corresponding Deliverables that the CONTRACTOR anticipated will be delivered in that corresponding period.

4 Financial Forecast

4.1 The CONTRACTOR shall provide the AUTHORITY with a detailed financial forecast ("**Financial Forecast**") that shall be reviewed and updated within the Monthly Cost Report.

4.2 The Financial Forecast shall contain as a minimum for all lines in the CONTRACTOR Cost Model:

- (a) the actual costs incurred;
- (b) the forecast of costs incurred;
- (c) the variance between actual costs incurred and estimated costs incurred;
- (d) the current forecast costs to the end of the Contract;
- (e) the variance between the current forecast costs to the end of the Contract and the original forecast costs to the end of the Contract as originally approved by the AUTHORITY on Contract commencement; and
- (f) the potential forecast cost including any proposed, but not yet agreed, Variations.

4.3 The Financial Forecast shall provide all of the information detailed in Paragraph 4.2 for:

- (a) the current reporting Month; and
- (b) the period from the Commencement Date up to and including the current reporting Month.

5 Risk

- 5.1 The Parties agree that 2% of the CONTRACT Price, which shall be net of the Pass-Through costs, represents an estimate of the cost of mitigating risks which cannot be identified or costed accurately at the Commencement Date ("**Risk Mitigation Fund**").
- 5.2 The CONTRACTOR shall hold the Risk Mitigation Fund as a separate and ring-fenced budget which shall be used only for mitigation of risks identified and agreed by the AUTHORITY.
- 5.3 Either Party may identify and communicate to the other a risk it has identified that may require funding to be drawn from the Risk Mitigation Fund.
- 5.4 At the AUTHORITY's sole discretion it may direct the CONTRACTOR to allocate any or all of the Risk Mitigation Fund to the mitigation of risks identified.
- 5.5 Any allocation of the Risk Mitigation Fund shall be a Variation to this Contract and shall be implemented through the Variation Process contained in Schedule 15.
- 5.6 On a quarterly basis the Contractor or the Contractor's Parent Company shall provide to the AUTHORITY a certificate confirming that the CONTRACTOR or its Parent Company has sufficient funds (in free cash or lines of credit) to service the remaining value of the Risk Mitigation Fund. The certificate shall be signed by a senior finance official of the CONTRACTOR or its Parent Company as appropriate.

6 Efficiency Incentives to the Contractor

- 6.1 The Parties agree that 3% of the CONTRACT Price, which shall be net of the Pass-Through costs, represents incentives designed to drive good behaviours by the CONTRACTOR in driving efficiencies in the provision of the Services ("**Efficiency Incentive Fund**"). Such efficiencies shall include but not be limited to reductions in the Contract Price.
- 6.2 The CONTRACTOR shall reduce the value of each invoice by the value of the Efficiency Incentive Fund.
- 6.3 The AUTHORITY will hold the Efficiency Incentive Fund as a separate budget.
- 6.4 The CONTRACTOR will identify and communicate efficiencies it has made each month as part of its management reporting pack, including evidence of any efficiencies achieved and the behaviours which have driven those efficiencies.

- 6.5 At the AUTHORITY's sole discretion it may release any or all of the Efficiency Incentives Fund to the CONTRACTOR. In the event that the AUTHORITY shall make such a release, the CONTRACTOR shall be eligible to include the amounts so allocated, through its invoicing cycle.
- 6.6 Any release of the Efficiency Incentives Fund shall be a Variation to this Contract and shall be implemented through the Variation Process contained in Schedule 15.
- 6.7 For the avoidance of doubt, while wishing to drive reductions in the Contract Price is a central aim of the Efficiency Incentives Fund, the AUTHORITY may make a release under Paragraph 6.6 regardless of whether a reduction in Contract Price has been achieved.

7 **Benchmarking**

- 7.1 The AUTHORITY may at its cost and discretion undertake, or direct a third party nominee ("**Benchmarking Partner**") to undertake on an annual basis a Benchmark Review by serving a Benchmarking Notice. This process is known as "**Benchmarking**".
- 7.2 The Service(s) which the AUTHORITY wishes to Benchmark, including but not limited to the CONTRACTOR'S input costs, efficiencies and prices ("**Benchmarked Services**") will be identified to the CONTRACTOR in writing when the AUTHORITY provides notification of the Benchmarking (the "**Benchmarking Notice**").

Benchmarking Partner

- 7.3 The Parties shall provide reasonable co-operation to the Benchmarking Partner in a timely manner in preparation for and conduct of the Benchmarking Plan.
- 7.4 The AUTHORITY will instruct the Benchmarking Partner to carry out an analysis of the CONTRACTOR'S performance in delivering the Benchmarked Services against established key performance metrics.
- 7.5 Benchmarking shall be undertaken by the Benchmarking Partner in an independent, professional and objective manner, utilising agreed standard methodologies for data analysis and comparison.
- 7.6 The Benchmarking Partner shall:
- (a) be required to execute such agreements as necessary to comply with the terms of confidentiality within this Contract;
 - (b) provide the Parties with a reasonable explanation of:

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- (c) its methodology, including its use of relevant comparative data;
 - (i) the extent the Benchmarking Partner's judgement was applied versus objective data; and
 - (ii) its normalisation formula, if it is required to be applied for the purpose of the Benchmarking; and
- (b) independently administer the Benchmarking in a manner consistent with such methodology.

Benchmarking Notice

7.7 The Benchmarking Notice issued by the AUTHORITY shall include the following:

- (a) the proposed Benchmarking Partner;
- (b) the Services to be Benchmarked; and
- (c) the proposed commencement date for the Benchmarking.

7.8 The CONTRACTOR shall:

- (a) confirm its agreement to the Benchmarking as specified within the Benchmarking Notice within ten (10) Working Days of receipt of the Benchmarking Notice and, failure to respond within this period, shall be deemed as the CONTRACTOR'S agreement to the Benchmarking; and
- (b) notify the AUTHORITY within five (5) Working Days of receipt of the Benchmarking Notice if it wishes to defer the timing or amend the scope of the Benchmarking, such deferral or amendment to be reasonable. The AUTHORITY will review the CONTRACTOR'S suggested amendments and, if accepted, issue a revised Benchmarking Notice.

7.9 If the AUTHORITY does not accept the CONTRACTOR'S request for delay or amendments, the parties will meet within five (5) Working Days to discuss alternative proposals and any remaining disputes may be referred by the AUTHORITY to be resolved in accordance with Schedule 8 (Dispute Resolution).

7.10 Upon receipt of the CONTRACTOR'S acceptance of the Benchmarking Notice (such acceptance not to be unreasonably withheld), the Benchmarking Notice shall be sent to the Benchmarking

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Partner with an instruction to draw up a Benchmarking plan and issue it to the parties (the “**Benchmarking Plan**”).

7.11 The Benchmarking Plan shall include:

- (a) a description of the proposed Benchmarking methodology;
- (b) a proposed timetable for the Benchmarking (including the production of the Benchmarking Report);
- (c) the fees for the Benchmarking;
- (d) confirmation of the Benchmarking scope;
- (e) format of the report to be produced setting out the Benchmarking Partner's findings and recommendations, including whether the Services are Competitive (the “**Benchmarking Report**”);
- (f) a description of the information that each party will be required to provide to the Benchmarking Partner;
- (g) methodology for drawing up the comparison sample, including any areas where the comparison sample varies from the Services; and
- (h) the period to be covered by the Benchmarking (the “**Benchmarking Period**”).

Benchmarking Obligations

7.12 The Benchmarking shall be conducted in such a way as to cause the minimum disruption possible to the performance of the Services.

Obligations of the CONTRACTOR

7.13 The CONTRACTOR shall:

- (a) ensure that the supply of the Services including compliance with the Service Levels shall not be affected by the undertaking of the Benchmarking;

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- (b) notify the AUTHORITY:
 - (i) immediately when it becomes aware that the Benchmarking may have an impact on delivery of the Services; and
 - (ii) of the mitigation actions required to address to such impact;
 - (iii) provide such information, including full and accurate data, subject to any confidentiality obligations, as may reasonably be requested by the Benchmarking Partner in connection with and relevant to the Benchmarking; and
 - (iv) ensure the attendance of such appropriate personnel at workshops, reviews, meetings or presentations as may reasonably be required.

AUTHORITY'S Responsibilities

7.14 The AUTHORITY shall:

- (a) provide such information, including full and accurate data (so far as the AUTHORITY is aware) as may be requested by the Benchmarking Partner in connection with and relevant to the Benchmarking; and
- (b) ensure the attendance of such appropriate personnel at workshops, reviews, meetings or presentations as may reasonably be required.

Benchmarking Report

7.15 The Benchmarking Partner shall provide the Benchmarking Report to the parties in accordance with the Benchmarking Plan.

7.16 If the CONTRACTOR or the AUTHORITY raises an objection to the Benchmarking Report:

- (a) the parties will meet within five (5) Working Days to discuss the Benchmarking Report; and
- (b) the AUTHORITY will consider the CONTRACTOR's objection in its formulation of a response to the Benchmarking Report.

Consequences of Benchmarking

7.17 The AUTHORITY shall review the Benchmarking Report and any supporting documentation and consider:

- (a) whether the Services are Competitive; and
- (b) specific elements to be included in an improvement plan for the CONTRACTOR.

7.18 If the Benchmarking Report states that the Services are:

- (a) Competitive, then there shall be no increase in the Charges; or
- (b) not Competitive, the parties shall:
 - (i) discuss the findings of the Benchmarking Report at the next [Management Governance Group] and escalate any issues raised to the Strategic Governance Group; and
 - (ii) agree the changes that would be required to the:
 - (A) Services;
 - (B) Charges; or
 - (C) Service Levels,

to make the Services Competitive, as soon as reasonably practicable, but, in any event, within no more than one (1) Month from the agreement in the relevant [Management Governance Group].

7.19 Where any reduction is agreed to be made to the Charges:

- (a) such reduction shall be applied retrospectively from the first day of the following month; and
- (b) the CONTRACTOR shall reimburse to the AUTHORITY any excess Charges that have been paid by the AUTHORITY from that date.

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- 7.20 Where any improvement is required in the Service Levels, the new Service Level shall become effective immediately.
- 7.21 Any dispute as to the reduction in the Charges resulting from the Benchmarking shall be resolved in accordance with the Dispute Resolution Procedure.

Cost of Benchmarking

- 7.22 The CONTRACTOR shall bear all of its own and any Sub-Contractors' costs incurred in connection with the Benchmarking.
- 7.23 The AUTHORITY shall bear all of its own costs in connection with the Benchmarking.
- 7.24 The Benchmarking Partner's costs shall be borne by the AUTHORITY, save where the Benchmarked Services are shown not to be Competitive, in which event the CONTRACTOR will pay the Benchmarking Partner's costs incurred by the AUTHORITY.

SCHEDULE 12

EXIT ARRANGEMENTS

Part A

Exit Management

1 Overview

- 1.1 This Schedule describes provisions that should be included in the Exit Plan, the duties and responsibilities of the CONTRACTOR to the AUTHORITY leading up to and covering the Termination Date and the transfer of service provision to the AUTHORITY and / or a Replacement Contractor.
- 1.2 The objectives of the exit planning and service transfer arrangements are to ensure a smooth transition of the availability of the Services from the CONTRACTOR to the AUTHORITY and / or a Replacement Contractor at the Termination Date.
- 1.3 The CONTRACTOR shall note the contents of this Schedule and comply with the obligations set out below. In addition, where required, the CONTRACTOR shall ensure that any agreement with either CONTRACTOR Staff or Sub-Contractors shall also incorporate the relevant provisions of this Schedule.

2 Obligations During the Contract to Facilitate Exit

- 2.1 During the Contract, the CONTRACTOR shall:
- (a) create and maintain a register of all 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 (the "**Register**");
 - (b) create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the CONTRACTOR provides the Services, which shall contain sufficient detail to permit the AUTHORITY and / or Replacement Contractor to understand how the CONTRACTOR provides the Services and to enable the smooth transition of the Services with the minimum of disruption;

- (c) agree the format of the Registers with the AUTHORITY as part of the process of agreeing the Exit Plan; and
- (d) at all times keep the Registers up to date, in particular in the event that CONTRACTOR Assets, Sub-Contracts or other relevant agreements are added to or removed from the Services.

2.2 The CONTRACTOR shall:

- (a) 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 Contract; and
- (b) (unless otherwise agreed by the AUTHORITY in writing) procure that all Sub-Contracts but excluding all licences for third party Intellectual Property Rights shall be assignable and / or capable of novation at the request of the AUTHORITY to the AUTHORITY (and / or its nominee) and / or any Replacement Contractor upon the CONTRACTOR ceasing to provide the Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the AUTHORITY.

3 Where the CONTRACTOR is unable to procure that any Sub-Contract or other agreement referred to in this Schedule which the CONTRACTOR proposes to enter into after the Commencement Date is assignable and / or capable of novation to the AUTHORITY (and / or its nominee) and / or any Replacement Contractor without restriction or payment, the CONTRACTOR shall promptly notify the AUTHORITY of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the AUTHORITY so directs, may include the CONTRACTOR seeking an alternative Sub-Contractor or provider Services to which the relevant agreement relates. **Assistance on re-tendering the Services**

3.1 On reasonable notice at any point during the Contract, the CONTRACTOR shall provide to the AUTHORITY and / or its potential Replacement Contractor (subject to the potential Replacement Contractors entering into reasonable written confidentiality undertakings), the following material

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and information in order to facilitate the preparation by the AUTHORITY of any invitation to tender and / or to facilitate any potential Replacement Contractors undertaking due diligence:

- (a) details of the Service(s);
- (b) a copy of the Registers, updated by the CONTRACTOR up to the date of delivery of such Registers; and
- (c) an inventory of AUTHORITY Data in the CONTRACTOR's possession or control,
 - (i) details of any key terms of any third-party contracts and licences, particularly as regards Charges, termination, assignment and novation;
 - (ii) a list of on-going and / or threatened disputes in relation to the provision of the Services;
 - (iii) all information relating to Potentially Transferring Employees or those who may be Transferring Supplier Employees' required to be provided by the CONTRACTOR under the Agreement such information to include the Staffing Information; and
 - (iv) such other material and information as the AUTHORITY shall reasonably require

(together, the "**Exit Information**")

3.2 The CONTRACTOR acknowledges that the AUTHORITY may disclose the CONTRACTOR's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the AUTHORITY is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the AUTHORITY may not disclose any Supplier's

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Confidential Information which is information relating to the CONTRACTOR's or its Sub-Contractors' prices or costs).The CONTRACTOR shall:

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

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

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

4 Exit Plan

4.1 Within 20 Working Days, the CONTRACTOR shall submit to the AUTHORITY (for its approval) an Exit Plan which:

- (a) sets out the CONTRACTOR's proposed methodology for achieving an orderly transition of the Services from the CONTRACTOR to the AUTHORITY and / or its Replacement Contractor on the expiry or termination of this Contract;
- (b) complies with the requirements set out in this Schedule; and
- (c) is otherwise reasonably satisfactory to the AUTHORITY.

4.2 Unless otherwise specified by the AUTHORITY or Approved, the Exit Plan shall set out, as a minimum:

- (a) how the Exit Information is obtained;
- (b) the management structure to be employed during both transfer and cessation of the Services;

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- (c) the management structure to be employed during the Termination Assistance Period;
- (d) a detailed description of both the transfer and cessation processes, including a timetable;
- (e) how the Services will transfer to the Replacement Contractor 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 CONTRACTOR or its Sub-Contractors (where applicable); details of contracts (if any) which will be available for transfer to the AUTHORITY and / or the Replacement Supplier upon the Termination Date together with any reasonable costs required to effect such transfer (and the CONTRACTOR agrees that all assets and contracts used by the CONTRACTOR solely in connection with the provision of the Services will be available for such transfer
- (f) proposals for the training of key members of the Replacement Contractor's personnel in connection with the continuation of the provision of the Services following the Termination Date charged at rates agreed between the Parties at that time;
- (g) proposals for providing the AUTHORITY or a Replacement Contractor copies of all documentation:
 - (i) used in the provision of the Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the CONTRACTOR; and
 - (ii) relating to the use and operation of the Services;
- (h) proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the CONTRACTOR in connection with the performance of the supply of the Services;
- (i) proposals for the identification and return of all of the AUTHORITY's Property in the possession of and / or control of the CONTRACTOR or any third party (including any Sub-Contractor);
- (j) proposals for the disposal of any redundant Services and materials;

- (k) procedures to:
 - (i) deal with requests made by the AUTHORITY and / or a Replacement Contractor for Staffing Information;
 - (ii) determine which CONTRACTOR Staff are or are likely to become Transferring Employees; and
 - (iii) identify or develop any measures for the purpose of TUPE envisaged in respect of Transferring Employees of the CONTRACTOR;
- (l) how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Services from the CONTRACTOR to the Replacement Contractor 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; and
- (m) proposals for the supply of any other information or assistance reasonably required by the AUTHORITY or a Replacement Contractor in order to effect an orderly handover of the provision of the Services.

5 Termination Assistance

- 5.1 The AUTHORITY may need the CONTRACTOR to assist it in the orderly winding down and/or transfer of the Services on the termination or expiry of the Contract. Such assistance shall include the provision by the CONTRACTOR of any services or tasks that may be set out in the Exit Plan or, in the absence of an agreed or up-to-date Exit Plan, such services as the AUTHORITY may reasonably require in order to facilitate the orderly winding down of the Services and/or the orderly transfer of the Services to the AUTHORITY or to a Replacement Contractor (the "**Termination Assistance**"). Examples of Termination Assistance required could include the transfer of data which relates to the Services, the transfer of documentation, the explanation of processes used in the Services etc.
- 5.2 If the AUTHORITY requires Termination Assistance, it will give the CONTRACTOR a written "**Termination Assistance Notice**" setting out:
- (a) the date from which Termination Assistance is required;
 - (b) the nature of the Termination Assistance that is required; and

- (c) the period during which the Termination Assistance will be required ("**Termination Assistance Period**"). This period shall continue no longer than six(6) Months after the date that the CONTRACTOR ceases to provide the Services.

5.3 The AUTHORITY will seek to give the CONTRACTOR sufficient notice of its need for Termination Assistance. Specifically, the AUTHORITY will give the Termination Assistance Notice:

- (a) at least two (2) Months prior to the Expiry Date (if the Termination Assistance is required because the Contract is due to expire); or
- (b) if the Termination Assistance is required due to the fact that the Contract is being terminated early, as soon as reasonably practicable and in any event, not later than one (1) Month following the service by either Party of a Termination Notice.

5.4 If the AUTHORITY finds that it needs to extend the Termination Assistance Period beyond the period originally specified in the Termination Assistance Notice, it may do this by giving written notice to the CONTRACTOR. However:

- (a) the AUTHORITY shall not be permitted to extend the Termination Assistance Period for more than twelve (12) Months after the date the CONTRACTOR ceases to provide the Services; and
- (b) the AUTHORITY must notify the CONTRACTOR of its intention to extend the Termination Assistance Period no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

5.5 If the AUTHORITY finds that it no longer needs the provision of Termination Assistance from the CONTRACTOR, it may terminate its requirement for Termination Assistance by serving not less than twenty (20) Working Days' written notice upon the CONTRACTOR to such effect.

6 Termination Assistance Period

6.1 Throughout the Termination Assistance Period, or such shorter period as the AUTHORITY may require, the CONTRACTOR shall:

- (a) continue to provide the Services (as applicable) and, if required by the AUTHORITY provide the Termination Assistance;
- (b) in addition to providing the Services and the Termination Assistance, provide to the AUTHORITY any reasonable assistance requested by the AUTHORITY to allow the

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Services to continue without interruption following the termination or expiry of this Contract and to facilitate the orderly transfer of responsibility for and conduct of the Services to the AUTHORITY and / or its Replacement Contractor;

- (c) use all reasonable endeavours to reallocate resources to provide such assistance as referred to in this Schedule without additional costs to the AUTHORITY;
- (d) provide the Services and the Termination Assistance at no detriment to the Service Levels, save to the extent that the Parties agree otherwise; and
- (e) at the AUTHORITY's request and on reasonable notice, deliver up-to-date Registers to the AUTHORITY.

6.2 Without prejudice to the CONTRACTOR's obligations within this Schedule, if it is not possible for the CONTRACTOR to reallocate resources to provide such assistance without additional costs to the AUTHORITY, any additional costs incurred by the CONTRACTOR in providing such reasonable assistance which is not already in the scope of the Termination Assistance or the Exit Plan shall be subject to the Variation Process.

6.3 If the CONTRACTOR demonstrates to the AUTHORITY's reasonable satisfaction that transition of the Services and provision of the Termination Assistance during the Termination Assistance Period will have a material, unavoidable adverse effect on the CONTRACTOR's ability to meet one or more particular Service Level, the Parties shall vary the relevant Service Level and / or the applicable Service Credits to take account of such adverse effect.

7 Termination Obligations

7.1 The CONTRACTOR shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the CONTRACTOR's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Section), the CONTRACTOR shall:

- (a) cease to use the AUTHORITY Data;
- (b) provide the AUTHORITY and / or the Replacement Contractor with a complete and uncorrupted version of the AUTHORITY Data in electronic form (or such other format as reasonably required by the AUTHORITY);

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- (c) erase from any computers, storage devices and storage media that are to be retained by the CONTRACTOR after the end of the Termination Assistance Period all AUTHORITY Data and promptly certify to the AUTHORITY that it has completed such deletion;
- (d) return to the AUTHORITY such of the following as is in the CONTRACTOR's possession or control:
 - (i) all materials created by the CONTRACTOR under this Contract in which the IPRs are owned by the AUTHORITY;
 - (ii) any equipment which belongs to the AUTHORITY;
 - (iii) any items that have been on-charged to the AUTHORITY, such as consumables;
 - (iv) all of the AUTHORITY's Property issued to the CONTRACTOR (such AUTHORITY's Property shall be handed back to the AUTHORITY in good working order (allowance shall be made only for reasonable wear and tear)); and
 - (v) any sums prepaid by the AUTHORITY in respect of Services not delivered by the Termination Date;
- (e) vacate any AUTHORITY Premises; and
- (f) remove the CONTRACTOR Equipment together with any other materials used by the CONTRACTOR to supply the Services and shall leave the Sites in a clean, safe and tidy condition. The CONTRACTOR is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the CONTRACTOR and / or any CONTRACTOR Staff;

7.3 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the CONTRACTOR's performance of the Services and the Termination Assistance 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 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 or to evidence compliance with the terms of this Contract.

7.4 Except where the Contract provides otherwise:

- (a) any and all licences, leases and authorisations, and
- (b) any and all CONTRACTOR Equipment, other AUTHORITY services, facilities, supplies, solutions and licenses (provided by either the CONTRACTOR or Others)

in relation to the Services shall be terminated with effect from the end of the Termination Assistance Period.

7.5 All activities shall be completed by the agreed termination date.

8 Assets and Sub-contracts

8.1 Following notice of termination of the Contract and during the Termination Assistance Period, the CONTRACTOR shall not, without the AUTHORITY's prior written consent:

- (a) terminate, enter into or vary any Sub-Contract;
- (b) (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing CONTRACTOR Assets used solely in the provision of the Services or acquire any new CONTRACTOR Assets to be used solely in the provision of the Services; or
- (c) terminate, enter into or vary any licence for software in connection with the provision of Services.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the CONTRACTOR, the AUTHORITY shall provide written notice to the CONTRACTOR setting out:

- (a) which, if any, of the Transferable Assets the AUTHORITY requires to be transferred to the AUTHORITY and / or the Replacement Contractor ("**Transferring Assets**");
- (b) 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 Contractor requires the continued use of.

- 8.3 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 Contractor, the CONTRACTOR shall provide all reasonable assistance to the AUTHORITY and / or its Replacement Contractor to enable it to determine which Transferring Assets the AUTHORITY and / or its Replacement Contractor requires to provide the Services and / or Replacement Services.
- 8.4 With effect from the expiry of the Termination Assistance Period, the CONTRACTOR shall sell the Transferring Assets to the AUTHORITY and / or its nominated Replacement Contractor for a consideration equal to their Net Book Value, except where the cost of the Transferring Asset has been partially or fully paid for through the Charges at the Termination Date, in which case the AUTHORITY shall pay the CONTRACTOR the Net Book Value of the Transferring Asset less the amount already paid through the Charges.
- 8.5 Risk in the Transferring Assets shall pass to the AUTHORITY or the Replacement Contractor (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the AUTHORITY or the Replacement Contractor (as appropriate) on payment for the same.
- 8.6 Where the CONTRACTOR is notified in accordance with this Schedule that the AUTHORITY and / or the Replacement Contractor requires continued use of any Exclusive Assets that are not Transferring Assets or any Non-Exclusive Assets, the CONTRACTOR shall as soon as reasonably practicable:
- (a) procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the AUTHORITY) for the AUTHORITY and / or the Replacement Contractor to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - (b) procure a suitable alternative to such assets and the AUTHORITY or the Replacement Contractor shall bear the reasonable proven costs of procuring the same.
- 8.7 The CONTRACTOR shall as soon as reasonably practicable assign or procure the novation to the AUTHORITY and / or the Replacement Supplier of the Transferring Contracts. The CONTRACTOR shall execute such documents and provide such other assistance as the AUTHORITY reasonably requires to effect this novation or assignment.

The AUTHORITY shall:

- (a) accept assignments from the CONTRACTOR or join with the CONTRACTOR in procuring a novation of each Transferring Contract; and
 - (b) once a Transferring Contract is novated or assigned to the AUTHORITY and / or the Replacement Supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The CONTRACTOR shall hold any Transferring Contracts on trust for the AUTHORITY until such time as the transfer of the relevant Transferring Contract to the AUTHORITY and / or the Replacement Supplier has been effected.
- 9 The CONTRACTOR 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) in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.**Equipment Disposal**
- 9.1 All equipment potentially holding AUTHORITY Data, credentials, or configuration information for the Services shall be identified. Storage media which has held AUTHORITY Data shall be appropriately sanitised or securely destroyed at the end of its lifecycle. Accounts or credentials specific to the redundant equipment must be revoked. On disposal of the equipment or data, a destruction certificate should be issued by the CONTRACTOR to the AUTHORITY which identifies the asset.
- 9.2 Once equipment used to deliver the Services reaches the end of its useful life it should be disposed of in a way that does not compromise the security of the Services or AUTHORITY Data.

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Part B

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- 1.1. The AUTHORITY and the CONTRACTOR agree and acknowledge that in the event of the CONTRACTOR ceasing to provide the Services (or part of them) for any reason, the staff transfer provisions (if any) in the Contract shall apply.
- 1.2. The CONTRACTOR shall not and shall procure that any relevant Sub-Contractor shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) without the prior written consent of the AUTHORITY to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the AUTHORITY and / or the Replacement Contractor and / or Replacement Sub-Contractor and / or Replacement Contractor Sub-Contractor.
- 1.3. During the Termination Assistance Period, the CONTRACTOR shall and shall use its reasonable endeavours to procure that any relevant Sub-Contractor shall:
 - (a) give the AUTHORITY and / or the Replacement Contractor and / or Replacement Contractor Sub-Contractor reasonable access to the CONTRACTOR's personnel, Staff and / or their consultation representatives to present the case for transferring their employment to the AUTHORITY and / or the Replacement Contractor and / or Replacement Contractor Sub-Contractor and / or to discuss or consult on any measures envisaged by the AUTHORITY, Replacement Contractor and / or Replacement Contractor Sub-Contractor in respect of persons expected to be Transferring Employees; and
 - (b) co-operate with the AUTHORITY and the Replacement Contractor and Replacement Contractor Sub-Contractor to ensure an effective consultation process and smooth transfer in respect of Transferring Employees in line with good employee relations and the effective continuity of the Services.
- 1.4. The CONTRACTOR shall notify the AUTHORITY or, at the direction of the AUTHORITY, the Replacement Contractor of any period of notice given by the CONTRACTOR or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.
- 1.5. The CONTRACTOR 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 employment or engagement is transferred to the AUTHORITY and / or the Replacement Contractor and/or Replacement Contractor Sub-Contractor except that this shall not apply where an offer is made

pursuant to an express right to make such offer under the staff transfer provisions (if any) in the Contract in respect of a Transferring Employee not identified in the CONTRACTOR's Final Contractor Personnel List. . Further, nothing in this provision shall be understood to prevent CONTRACTOR or its Sub-Contractors from re-engaging any Transferring Employees who apply for positions in the CONTRACTOR's or Sub-Contractor's organisation in response to a general job advertisement

2. Charges

- 2.1. Except as otherwise expressly specified in this Contract, the CONTRACTOR shall not make any charges for the Services provided by the CONTRACTOR pursuant to, and the AUTHORITY shall not be obliged to pay for costs incurred by the CONTRACTOR in relation to its compliance with, this Schedule including the preparation and implementation of the Exit Plan, the Termination Assistance and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

3. Apportionments

- 3.1. 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 CONTRACTOR and / or the Replacement Contractor and the CONTRACTOR (as applicable) as follows:
- (a) the amounts shall be annualised and divided by 365 to reach a daily rate;
 - (b) the AUTHORITY shall be responsible for (or shall procure that the Replacement Contractor shall be responsible for) or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
 - (c) the CONTRACTOR shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Each Party shall pay (and / or the AUTHORITY shall procure that the Replacement Contractor shall pay) any monies due under this Paragraph as soon as reasonably practicable.

SCHEDULE 13

BUSINESS CONTINUITY

1. Background

- 1.1. This Schedule sets out the AUTHORITY's requirements for the CONTRACTOR's management of business continuity and disaster recovery, and in particular the AUTHORITY's requirements for the CONTRACTOR's BCDR Plan.
- 1.2. The CONTRACTOR shall note the contents of this Schedule and comply with the obligations set out below. In addition, where required, the CONTRACTOR shall ensure that any agreement with either CONTRACTOR Staff or Sub-Contractors shall also incorporate the relevant provisions of this Schedule.

2. BCDR Plan

- 2.1. Within 30 Working Days of the Commencement Date, the CONTRACTOR shall prepare and deliver to the AUTHORITY for the AUTHORITY's approval a plan (the "**BCDR Plan**"), in accordance with ISO22301 and Good Industry Practice, which shall detail the processes and arrangements that the CONTRACTOR shall follow to ensure:
 - (a) continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and
 - (b) the recovery of the Services in the event of a Disaster.
- 2.2. The BCDR Plan shall be divided into 3 parts:
 - (a) Part A which shall set out general principles applicable to the BCDR Plan;
 - (b) Part B which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - (c) Part C which shall relate to disaster recovery (the "**Disaster Recovery Plan**").

3. Part A of the BCDR Plan

3.1. Part A of the BCDR Plan shall:

- (a) set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- (b) contain an obligation upon the CONTRACTOR to liaise with the AUTHORITY and (at the AUTHORITY's request) any service provider with respect to issues concerning business continuity and disaster recovery where applicable;
- (c) detail how the BCDR Plan links and interoperates with any overarching and / or connected disaster recovery or business continuity plan of the AUTHORITY and any of its other service providers as notified to the CONTRACTOR by the AUTHORITY from time to time;
- (d) contain a communication strategy including details of an incident and problem management service which can be accessed via multi-channels (including but without limitation a website (with FAQs), email, phone) for both portable and desk top configurations, where required by the AUTHORITY;
- (e) contain a risk analysis, including:
 - (i) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - (ii) identification of any single points of failure within the Services and processes for managing the risks arising there from;
 - (iii) identification of risks arising from the interaction of the Services with the services provided by one of the other suppliers; and
 - (iv) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- (f) provide for documentation of processes, including business processes, and procedures;
- (g) set out key contact details (including roles and responsibilities) for the CONTRACTOR (and any Sub-Contractors) and for the AUTHORITY;
- (h) identify the procedures for reverting to "normal service";

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- (i) set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no loss and to preserve data integrity;
- (j) identify the responsibilities (if any) that the AUTHORITY has agreed it will assume in the event of the invocation of the BCDR Plan;
- (k) provide technical advice and assistance to key contacts at the AUTHORITY as notified by the AUTHORITY from time to time to inform decisions in support of the AUTHORITY's business continuity plans; and
- (l) contain any other information set out in this Schedule 13.

3.2. The BCDR Plan shall be designed so as to ensure that:

- (a) the Services are provided in accordance with the Contract at all times during and after the invocation of the BCDR Plan;
- (b) the adverse impact of any Disaster, Service Failure, or disruption on the operations of the AUTHORITY is minimal as far as reasonably possible;
- (c) it complies with the relevant provisions of ISO / IEC 27002 (Information Technology – Security Techniques) and all other industry standards from time to time in force; and
- (d) there is a process for the management of disaster recovery testing detailed in the BCDR Plan.

3.3. The BCDR Plan must be manageable and sufficiently flexible in order to be capable of being upgraded (if required) to support any changes to the Services or to the business processes facilitated by and the business operations supported by the Services.

3.4. The CONTRACTOR shall not be entitled to any relief from its obligations under the Service Levels or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the CONTRACTOR of this Contract.

4. Part B of the BCDR Plan

4.1. The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Services remain supported and to ensure

continuity of the business operations supported by the Services including but not limited to and unless the AUTHORITY expressly states otherwise in writing:

- (a) the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and
- (b) the steps to be taken by the CONTRACTOR 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.

4.2. The Business Continuity Plan shall:

- (a) address the various possible levels of failures of or disruptions to the Services;
- (b) set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such services and steps, the "**Business Continuity Services**");
- (c) specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of other Services during any period of invocation of the Business Continuity Plan; and
- (d) clearly set out the conditions and / or circumstances under which the Business Continuity Plan is invoked.

5. Part C of the BCDR Plan

5.1. The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the CONTRACTOR 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.

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

5.3. The Disaster Recovery Plan shall include the following:

- (a) the technical design and build specification of the Disaster Recovery System;
- (b) details of the procedures and processes to be put in place by the CONTRACTOR and any Sub-Contractor in relation to the Disaster Recovery System and the provision of the

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Disaster Recovery Services and any testing of the same including but not limited to the following:

- (i) data centre and disaster recovery site audits;
- (ii) backup methodology and details of the CONTRACTOR's approach to data back-up and data verification;
- (iii) identification of all potential disaster scenarios;
 - (A) risk analysis;
 - (B) of processes and procedures;
 - (C) hardware configuration details;
 - (D) network planning including details of all relevant data networks and communication links;
 - (E) invocation rules;
 - (F) Service recovery procedures; and
 - (G) steps to be taken upon Services resumption to address any prevailing effect of failure or disruption of the Services;
- (iv) any applicable Service Levels with respect to the provision of Disaster Recovery Services and details of any agreed relaxation upon the Service Levels during any period of invocation of the Disaster Recovery Plan;
- (v) details of how the CONTRACTOR shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- (vi) access controls to any disaster recovery sites used by the CONTRACTOR in relation to its obligations pursuant to this Schedule; and
- (vii) testing and management arrangements.

6. Amendment of the BCDR Plan

- 6.1. The CONTRACTOR shall update the BCDR Plan (and the risk analysis on which it is based):
- (a) on a regular basis and as a minimum once every six (6) Months;
 - (b) within three (3) Months of the BCDR Plan (or any part) having been invoked; and
 - (c) within such other timeframe as circumstances may require.
- 6.2. Reviews and updates to the BCDR Plan shall incorporate improvements and developments proposed by the CONTRACTOR that reflect changes since the Approval of the latest version of the BCDR Plan.
- 6.3. In submitting the revised BCDR Plan, the CONTRACTOR will highlight to the AUTHORITY any proposed changes to the BCDR Plan.
- 6.4. Each update of the BCDR Plan shall be accompanied by a review report ("**Review Report**") setting out:
- (a) any changes in the risk profile associated with the Services; and
 - (b) the CONTRACTOR's proposals for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the CONTRACTOR can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party.
- 6.5. Following receipt of the updated BCDR Plan and Review Report, the AUTHORITY will consider and confirm whether it approves the BCDR Plan.

7. Testing of the BCDR Plan

- 7.1. The CONTRACTOR shall test the BCDR Plan on a regular basis (and in any event not less than once in every year during the Contract). The AUTHORITY may require the CONTRACTOR to conduct additional tests of some or all aspects of the BCDR Plan at any time where the AUTHORITY considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.

- 7.2. If the AUTHORITY requires an additional test of the BCDR Plan, it shall identify this requirement in line with the Request for Change (RFC) as identified in Schedule 15 (Contract Variations). The CONTRACTOR shall conduct the test in accordance with the AUTHORITY's requirements and the relevant provisions of the BCDR Plan.
- 7.3. The CONTRACTOR shall undertake and manage testing of the BCDR Plan in full consultation with the AUTHORITY and shall liaise with the AUTHORITY in respect of the planning, performance and review of each test, and shall comply with the reasonable requirements of the AUTHORITY in this regard. Where required by the AUTHORITY, each test shall be carried out under the supervision of the AUTHORITY or its nominee.
- 7.4. The CONTRACTOR shall ensure that any use of "live" data in such testing is first Approved with the AUTHORITY. Copies of live test data used in any such testing shall be (if so required by the AUTHORITY) destroyed or returned to the AUTHORITY on completion of the test.
- 7.5. The CONTRACTOR shall, within twenty (20) Working Days of the conclusion of each test, provide to the AUTHORITY a report setting out:
- (a) the outcome of the test;
 - (b) any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - (c) the CONTRACTOR's proposals for remedying any such failures.
- 7.6. Following each test, the CONTRACTOR shall take all measures requested by the AUTHORITY, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the CONTRACTOR, at no additional cost to the AUTHORITY, by the date reasonably required by the AUTHORITY.
- 7.7. For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the CONTRACTOR of any of its obligations under this Contract.
- 7.8. The CONTRACTOR shall also perform a test of the BCDR Plan as part of any major reconfiguration of the Services or as otherwise reasonably requested by the AUTHORITY.

8. Invocation of the BCDR Plan

- 8.1. In the event of a complete loss of service or in the event of a Disaster, the CONTRACTOR shall invoke the BCDR Plan (informing the AUTHORITY of both the CONTRACTOR's decision to invoke, and its progress with the invocation). In all other instances, the CONTRACTOR shall only invoke or test the BCDR Plan with the prior consent of the AUTHORITY.

SCHEDULE 14

STANDARDS

CIS: PPE / Kit Requirements

Swabs only	Detail
Swabs (& Tubes)	DHSC sourced
Hand Sanitiser	70% alcohol
Gloves (S, M, L)	non-powdered latex free
Double sample bags	
Yellow Hazard Labels	n/a
Bar Codes	n/a
Bloods only (this group also use all kit and PPE listed for swabs)	Detail
Blood Kits:	see below
MedDX FLEXIBLE SECONDARY 95kPa POUCH C5 – single	These items make up a blood kit
ABSORBENT 75 X 125mm 50ml – single	
BD Vacutainer Gold Top SST II Tube 5ml (367954) – single	
BD Vacutainer Eclipse Signal Blood Coll. Needle (368835) – single	
Wipes - Saline Cleansing AW6100 – single	

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Wipes - Alcohol Swabs AW7100 – single	
Plaster - Spot 22.5mm – single	
Aprons	full length
Face Masks	Type 2 fluid resistant masks EN14683 EN149
Tourniquets	Disposable
Disinfectant Wipes	70% alcohol
Sharps Bin	
Blood Spill Kit	GV Health
Box with & Security Seal	
Materials / Documents	
Informed Consent Forms	
Assent Forms	
PIS 16+ Parent Carer	
PIS Age 10 – 15	
PIS age 5-9	
Follow Up Leaflet	
Key Worker Letter	

Blood Sample Tracker
Blood Sample Despatch Log



Copy of Copy of
Schedule 1_Annex 3

SCHEDULE 15

CONTRACT VARIATIONS

1. Overview

- 1.1. The CONTRACTOR will work with the AUTHORITY adhering to the change control principles outlined in this Schedule.

2. Change Control Principles

- 2.1. The AUTHORITY's Request for Change (RFC) template is included as Appendix A to this Schedule.
- 2.2. The CONTRACTOR shall:
- (a) adhere to the AUTHORITY's Request for Change (RFC) process when delivering the Services and throughout the lifetime of the Contract;
 - (b) provide any content required within the template pro-forma RFC, Impact Assessment (IA) and Contract Change Notifications (CCN) template documents, as may be required by the Project Manager or the Commercial Manager (as may be sponsoring the specific change) and have the AUTHORITY Lead formally confirm satisfaction;
 - (c) work with the AUTHORITY Service Manager and AUTHORITY Contract Manager to complete any Impact Assessments as a result of an RFC being raised within five (5) Working Days of the RFC being presented to the CONTRACTOR (whether such RFC is raised by the AUTHORITY or the CONTRACTOR); and
 - (d) provide written confirmation (where required) that the CONTRACTOR is satisfied with the content of the IA prior to the IA being submitted by the AUTHORITY Manager to the PMO for processing.
- 2.3. A key aspect of the Variation Process will be managing Changes to scope and timescales where the specific Deliverable is part of the integrated system overseen by the AUTHORITY.
- 2.4. The AUTHORITY reserves the right to engage directly with the CONTRACTOR if and when these Deliverables are impacted by a Change and the CONTRACTOR shall provide the AUTHORITY with any and all information to understand the impact of proposed Changes. All documentation shall be updated accordingly.

3. Raising an RFC – CONTRACTOR

3.1. Should the CONTRACTOR wish to raise an RFC:

- (a) the AUTHORITY Commercial Manager will initially raise the RFC for and on behalf of the CONTRACTOR. Prior to doing so, it is expected that the CONTRACTOR will have had discussions with the AUTHORITY Service Manager, the Project Manager and all relevant parties impacted by the RFC;
- (b) the CONTRACTOR shall support the AUTHORITY Service Manager and AUTHORITY Commercial Manager to complete the draft of the RFC within three (3) Working Days of the RFC being raised, ensuring entries (including all known costings) are made in the relevant part of the RFC as required;
- (c) the CONTRACTOR shall liaise with the AUTHORITY Service Manager responding to any queries or questions raised by the AUTHORITY (including members of the Change Control Board);
- (d) the CONTRACTOR shall support the AUTHORITY Commercial Manager with progress of the RFC through the Variation Process. As a minimum, this may include the CONTRACTOR attending (in person or via telephone conference) any meetings including but not limited to the Change Control Board as required to progress the RFC;
- (e) the CONTRACTOR shall work with the AUTHORITY Commercial Manager to complete any IAs as a result of an RFC being raised within five (5) Working Days of the RFC being issued for IA; and
- (f) once the AUTHORITY has Approved the RFC the AUTHORITY Commercial Manager will be responsible for issuing all CCNs to the relevant parties within three (3) Working Days following the date of Approval. The CONTRACTOR shall sign and return to the AUTHORITY Commercial Manager all CCNs issued within five (5) Working Days. On completion, the revised contract documentation will be placed under configuration control. The CONTRACTOR will be expected to comply with this process.

3.2. In very exceptional circumstances, the CONTRACTOR will allow the AUTHORITY to authorise RFCs outside of the normal parameters (i.e. board meetings) on the CONTRACTOR's behalf with all relevant paperwork followed up accordingly. The AUTHORITY shall make all reasonable endeavours to contact the CONTRACTOR to participate in the decision-making. The CONTRACTOR shall be required to provide emergency (24 hour, seven day a week) contact details for use throughout the Contract Period.

3.3. An RFC will be classified into one of the following categories:

- (a) resource;
- (b) scope;
- (c) time;
- (d) cost;
- (e) quality;
- (f) technological and
- (g) contractual.

3.4. The AUTHORITY Service Manager shall:

- (a) work closely with the programme PMO, the Project Manager, and (where required) the Devolved Administrations so as to ensure the smooth application of all the above-mentioned processes;
- (b) be responsible for raising any RFC on behalf of the CONTRACTOR and completing the raised RFC within five (5) Working Days of the RFC being raised;
- (c) be responsible for obtaining written evidence that the CONTRACTOR agrees with the content of the RFC;
- (d) be responsible for completing all IAs completed (working with the CONTRACTOR) within five (5) Working Days of request and providing evidence that the CONTRACTOR agrees with its content;
- (e) be responsible for getting the CONTRACTOR's signature on all CCNs, ensuring the CONTRACTOR's agreement to amendments to contracts within three (3) Working Days; and
- (f) provide the programme PMO with fortnightly updates on their assigned contracts via email.

4. Raising an RFC – AUTHORITY

- 4.1. Where the AUTHORITY wishes to raise an RFC, it shall use the established process, using the Request for Change template. The CONTRACTOR shall provide the assistance to this process, including supporting the AUTHORITY on the creation and input of IAs and CCNs.

5. Financial Impact Analysis

- 5.1. Unless otherwise directed by the Authority, the CONTRACTOR shall, for all RFCs, prepare a draft revised cost model which reflects any proposed changes to the CONTRACTOR's costs and Charges as a result of the proposed Variation.
- 5.2. On approval by the AUTHORITY of an RFC, the revised CONTRACTOR cost model shall be inserted into Schedule 3 of this Contract as the agreed CONTRACTOR cost model.

6 Expedited Variation

- 6.1 The AUTHORITY may, at its sole discretion, in urgent circumstances raise and approve an RFC for immediate implementation by the CONTRACTOR ("**Expedited Variation**"). The AUTHORITY shall use all reasonable endeavours where possible to discuss the Expedited Variation with the CONTRACTOR in advance of its approval. The CONTRACTOR shall use all reasonable endeavours to implement the Expedited Variation to the timescales set out by the AUTHORITY.
- 6.2 In parallel with implementing the Expedited Variation the CONTRACTOR shall undertake all of the preparatory work it would undertake to underpin an RFC, including an impact assessment and a draft revised cost model, for approval by the AUTHORITY (such approval not to be unreasonably withheld or delayed).
- 6.3 Upon approval of the draft revised cost model by the AUTHORITY the revised CONTRACTOR cost model shall be inserted into Schedule 3 of this Contract as the agreed CONTRACTOR Cost Model.
- 6.4 During the development of the impact analysis the CONTRACTOR shall only be required to meet the Service Levels to the extent this is possible while implementing the Expedited Variation. For the avoidance of doubt, Service Credits shall not apply to the Expedited Variation during that development period.
- 6.5 Should the CONTRACTOR identify aspects of other Key Performance Indicators be likely to be adversely impacted due to the delivery of the Expedited Variation it shall promptly notify the

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AUTHORITY of the Key Performance Indicators likely to be adversely affected and the length of the likely impact. The AUTHORITY, acting reasonably, shall review those Key Performance Indicators and if agreed, any Service Credits applicable to those Key Performance Indicators shall be waived for the development period.

- 6.6 Upon receipt of the CONTRACTOR revised draft cost model, the AUTHORITY may:
- (a) approve the CONTRACTOR revised draft cost model; or
 - (b) request further information to support approval of the CONTRACTOR revised draft cost model; or
 - (c) reject the CONTRACTOR revised draft cost model.
- 6.7 In the event that the AUTHORITY rejects the CONTRACTOR Impact Assessment and / or revised draft cost model, the AUTHORITY and the CONTRACTOR shall discuss in good faith a mechanism for delivery of the Services including the Expedited Variation. Should agreement not be possible, the AUTHORITY shall withdraw the Expedited Variation and the Services shall be delivered as if the Expedited Variation had not been implemented.
- 6.8 The AUTHORITY shall reimburse the reasonably-incurred Charges levied by the CONTRACTOR in implementing the Expedited Variation on submission by the CONTRACTOR of a valid and detailed invoice for those Charges, either as part of the revised draft cost model under Paragraph 5.1 of this Schedule 15, or as a separate Charge otherwise.

SCHEDULE 15 - APPENDIX A

REQUEST FOR CHANGE TEMPLATE

Restrict Access

Additional Authors

**** (Contract Change only)**

		Formal Impact Assessment Required	
RFC Number		Status	
RFC Title		RFC Owner	
Type of Change			
Description of Change	<p>Include any/all of the following:</p> <p>Time = which Level 0 or 1 milestones will this change affect and what will the new milestone date be?</p> <p>Cost = what will the cost of this change be?</p> <p>Scope = list all products affected by this change.</p> <p>Contractual = Does this change impact any contracts if so, which contracts will be affected and will this change require a CCN?</p> <p>Consultancy Contract Call off Requests</p> <p>Technological = Major changes to the agreed technology</p> <p>Quality = Where a major changes to current understanding of the features or deliverables</p> <p>For Workforce/Establishment List Updates use this link here</p> <p>As well as additions, changes that we need to capture might include: - movement of posts between projects/branches, grade, profession and amended start/end dates</p> <p>The information that we need to provide to the Corporate Establishment List team is set out in the link.</p> <p>For instances where there is a financial impact you will need to include the associated cost with the RFC template in the usual way.</p> <p>Risks/Issues/Decisions/Assumptions/Commitments/Dependencies/Lessons Learned = Has this change been generated from a Risk or Issue (state Risk/Issue Number)/Decision/Assumption/Lessons Learned or will this change generate any new Risks or Issues, Decisions (where did decision generate from), Commitment (where did the commitment generate from), Lessons Learned (state Lessons Learned No) etc. If yes, please state Risk/Issue,</p>		

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	<p>Decision/Assumption, Commitment, Dependencies or Lessons Learned etc. Outline any interfaces or dependencies which may be affected by this change.</p> <p>RFC owners need to discuss budgets, costs and cost codes prior to raising an RFC with Management Accounts/Budget operations bi-laterals or the Finance Team.</p> <p>Owners/originators of an RFC need to ensure whether or not money will need to be transferred to another cost centre and ensure that you have the correct codes.</p> <p>You will need to show extracts of your Staffing profiles prior to the change, how the profile will look 'Post' change and show the difference between each.</p>	
Other Options		
Do Nothing Option		
Initial estimate of change costs	<p>Include the cost this year and the estimated cost in future years (include costings with and without VAT).</p> <p>Please state whether the required funding is Resource or Capital.</p> <p>Please state whether there is any impact to any contractual payments.</p> <p>RFC owners need to discuss budgets, costs and cost codes prior to raising an RFC with Management Accounts/Budget operations bi-laterals or the Finance Team.</p> <p>Owners/originators of an RFC need to ensure whether or not money will need to be transferred to another cost centre and ensure that you have the correct codes.</p> <p>You will need to show extracts of your Staffing profiles prior to the change, how the profile will look 'Post' change and show the difference between each.</p>	
Cost Centre Code	Output Codes	Business Area

Impact Assessors and Comments					
Assessor	Area	Link	Date Received	Comments	Decision

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Further Impact Assessors and Comments					

Requested By		Date RFC Raised	
Name of PSO		Business Area/Division	
Product/Name/ Number			
Agreement Name **		Agreement Number **	
CCN Number **		Has CCN Been Agreed **	
Quality Assured By		QA Date	

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Decision by RFC Owner to proceed with RFC		Comments	
Decision			
Date of Decision			
Approved By			
Board			
Link to minutes containing record of decision			
Links to related documents (CCN)			
Further Action			

Potential Documents to be changed i.e. Product Descriptions. Plans, PID etc	Name of person who updated the document/plan etc.	Date
Programme Plan		
Milestone Definition Document		
Finance Transfers		
Product Description		

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Any Other Documents		
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Has the change been made	Date Change made	Who was responsible for the change?	Has the Change Owner agreed that we can close the change?

RFC sent out for Information to:					
	Comments			Comments	
	Comments			Comments	

On completion, please press the submit button within the RFC template. Incomplete fields will delay the Change Control process and the form WILL be sent back to the RFC requestor for completion. Contract Managers should complete RFC template on behalf of suppliers and Project Managers on behalf of Devolved Administrations.

SCHEDULE 15 - APPENDIX B

IMPACT ANALYSIS TEMPLATE

Impact Assessments are to be completed within 5 working days of receipt. All should aim to complete within 3 working days of receipt.

Restrict Access

RFC Number	
RFC Title	
Assessor Name	
Business Area/Company	
Date of Impact Assessment	
Impact to Business Assessment	- If any of these headings are not applicable to this RFC, state N/A.
Impact Assessor recommendation and comments to support your recommendation	Impact Assessor Recommendation should be either: Approve, Reject, Defer, Escalate, Withdraw - if you are suggesting deferral, state timescales indicate preferred recommendation option if applicable, i.e. approve - option 2. Suggest timing/release as to when this should be implemented. State impact on interfaces and Dependencies, Commitments, Lessons Learned etc
Are there any other available options not considered yet	
What would be the Administrative costs of any workaround	
Impact Assessment	- If any of these headings are not applicable to this RFC, state N/A.
Impact on the project's Key Performance Indicators & Critical Success Factors	
Impact on your goals & quality standards	

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Impact on your products/deliverables/releases	List all products separately which will be affected by this RFC which will need updating
Impact on time	Level 0 and Level 1 Milestones
Impact on cost	including all appropriate financial year profile, if applicable and include all ongoing future costs i.e. licences, resources required and ongoing support costs
Impact on scope	include list of products and Product numbers affected
Impact of contracts	What is the impact on contracts already awarded or being procured? Is a CCN required for this change request?)
Possible impact on any Interfaces and Dependencies	Outline which interfaces and/or dependencies will be affected
Risks and Issues	
Impact on existing risks/issues or does this RFC raise any new ones	
Decision	

On completion, press the submit button within the Impact Assessment template. Incomplete forms will delay the Change Control process; if fields are empty the form will be sent back to the Impact Assessor for completion. Contract Managers should complete RFC template on behalf of suppliers and Project Managers on behalf of Devolved Administrations.

SCHEDULE 15 - APPENDIX C

CONTRACT CHANGE NOTIFICATION

Restrict Access

CCN Number	CCN001	RFC Number	RFC0144
Agreement Title		Agreement Reference	

<p>WHEREAS the AUTHORITY AND THE CONTRACTOR entered into an Agreement for the provision of and now wish to amend the Agreement.</p> <p>IT IS AGREED as follows:</p>	
<p>1. With effect from the date of signature on behalf of both parties the Agreement shall be amended as set out below:</p>	
<p>[Details of the amendments to the Agreement to be inserted here – to include the explicit changes required to the text in order to effect the change, i.e. Clause/Schedule/paragraph number, required deletions and insertions and any changes to cost (+ or -) must be detailed here etc]</p>	
<p>2. Words and expressions in this Contract Change Notification shall have the meanings given to them in this Agreement.</p>	
<p>3. Save as herein amended, all other terms and conditions of the Agreement inclusive of any previous CCNs shall remain in full force and effect.</p>	
<p>Signed for and on behalf of the AUTHORITY</p>	
By	

Official

Name	
Title	
Date	
Signed for and on behalf of The CONTRACTOR	
By	
Name	
Title	
Date	

Internal Use only

Link to RFC	Notes Link
Signed Contract Change Notification (CCN)	
Insert PDF of Countersigned CCN	
Cost of Change	
Cost of change including VAT	

Cost Centre Code	Output Codes	Business Area

Official

SCHEDULE 16

GUARANTEE

[REDACTED]

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SCHEDULE 18

PROCUREMENT CHALLENGE PROTOCOL

Private & Confidential

DATED 14 August 2020

OFFICE FOR NATIONAL STATISTICS (1)

AND

IQVIA LIMITED (2)

**DEED OF AGREEMENT RELATING TO
PROCUREMENT CHALLENGES**

[This Deed is designed to set out the steps to be taken by the parties in circumstances where a procurement law challenge is raised in relation to the awarded Agreement. It will operate alongside the relevant Agreement]

THIS DEED is made this day of 14 August 2020

BETWEEN:

- 1 **OFFICE FOR NATIONAL STATISTICS**, whose principal office is at Government Buildings, Cardiff Road, Newport, South Wales NP10 8XG (“**AUTHORITY**”);

- 2 IQVIA LTD. (Registered in England No. 03022416) whose registered office is at 3 Forbury Place, 23 Forbury Road, Reading, United Kingdom, RG1 3JH (“**Supplier**”)

WHEREAS:

- (A) On 14 August 2020 THE CUSTOMER and the CONTRACTOR entered into a contract for the supply of Covid-19 Infection Survey Services (the '**Agreement**').

- (B) The award of the Agreement by the AUTHORITY followed [a tender exercise pursuant to an OJEU advertisement dated [date] under OJEU reference [number]].

- (C) Notwithstanding that the AUTHORITY believes that it has complied with its obligations under the Regulations there remains a risk that a third party may seek to allege a breach of the obligations.

- (D) Such risk includes, among other things, the risk that a third party may seek, in relation to the Agreement, a Declaration of Ineffectiveness and/or an award of damages (and various orders consequential thereon) from the Court.

- (E) The parties have therefore agreed to enter into this Deed for the purposes of setting out their respective rights and obligations in the event of third party seeking and/or obtaining a Declaration of Ineffectiveness and/or an award of damages and/or or any orders in relation to the Agreement.

NOW THIS DEED WITNESSES as follows:

1 **DEFINITIONS AND INTERPRETATION**

1.1 In this Deed, the following words and expressions shall have the following meanings:

- (a) **Challenge** means any legal challenge brought against the AUTHORITY pursuant to the Regulations in relation to the terms of the Agreement (including any terms contained

Official

in any document attached to, or referred to in, the Agreement) and/or the award of the Agreement;

- (b) **Agreement** means the agreement dated [date] and made between (1) the AUTHORITY and (2) Supplier for the supply of [insert services description];
- (c) **Court** means a court in England or Wales with jurisdiction to hear and adjudicate on a Challenge;
- (d) **Declaration of Ineffectiveness** means a declaration by the Court that the Agreement is ineffective, pursuant to Regulation 98 of the Regulations;
- (e) **Losses** means all and any actions, proceedings, costs, claims, damages, demands, expenses, liabilities and losses suffered or incurred by the AUTHORITY;
- (f) **Regulations** means the Public Contracts Regulations 2015 (as amended);
- (g) **Services** means the services to be provided by the CONTRACTOR pursuant to the Agreement;
- (h) **TUPE** means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
- (i) **Working Day** means any day except Saturday, Sunday or a Bank Holiday in England.

1.2 In this Deed:

- (a) words importing the singular include the plural, and vice versa;
- (b) words importing the masculine gender include the feminine and neuter genders;
- (c) a reference to a clause is a reference to a clause of this Deed, unless specified otherwise;
- (d) a reference to any statute, statutory instrument or other legislation or measure intended to have the force of law (whether national or supra-national) shall be deemed to include that statute, statutory instrument, legislation or other measure as amended, supplemented or replaced from time to time;

- (e) the headings used in this Deed are for ease of reference only, and shall not affect its construction or interpretation;
- (f) the words “including”, “in particular” and cognate expressions shall not operate to limit the generality of the words to which they refer where a wider construction is possible.

2 CHALLENGE IN RELATION TO THE AGREEMENT

2.1 If a Challenge is brought (or is threatened to be brought) against the AUTHORITY pursuant to the Regulations in relation to:

- (a) the Agreement;
- (b) any variation to, extension to, or novation of, the Agreement; or
- (c) any terms contained in any document attached to or referred to in the Agreement or the relevant variation to it, extension of it, or novation of it, as the case may be,

within a period starting on the date of (as the case may be) the Agreement, the relevant variation to it, the relevant extension to it, or the relevant novation of it, and ending on and including the date six (6) months after the date of the same (the '**Date**'), the provisions of this clause 2 shall apply.

2.2 The AUTHORITY shall:

- (a) immediately notify Supplier of service of any claim form in respect of the Challenge or (as the case may be) knowledge of the threat; and
- (b) as soon as possible but in any event within three (3) Working Days of the service of any claim form in respect of the Challenge, issue instructions to a legal advisor of the AUTHORITY's choice for advice on the merits of defending the Challenge or not (and the costs of such advice shall be borne in equal shares between the AUTHORITY and Supplier); and
- (c) within seven (7) Working Days of receipt of legal advice obtained under clause 2.2(b), decide whether to defend the Challenge,

and shall take account of the reasonable representations of Supplier as to how to proceed in relation to the Challenge PROVIDED that any decision as to whether or not to defend the Challenge shall be that of the AUTHORITY in its sole discretion.

2.3 If neither the AUTHORITY nor Supplier wish to defend the Challenge:

- (a) the AUTHORITY may terminate the Agreement (or, if the Challenge relates to a variation to it or novation of it, may at its discretion terminate either the Agreement in its entirety or the relevant variation to it or novation of it alone) with immediate effect by serving written notice to do so;
- (b) If the Challenge relates to an extension or other change to the Agreement, the AUTHORITY may terminate the relevant extension or other change (as the case may be) with immediate effect by serving written notice to do so;
- (c) the same shall automatically cease and determine with immediate effect upon the service by the AUTHORITY of the notice referred to in clause 2.3(a) or 2.3(b), as applicable;
- (d) the rights, remedies and obligations provided for by:
 - (i) the Agreement as between the AUTHORITY and Supplier in relation to the consequences of termination of the Agreement (or, as the case may be, the relevant variation to it or novation of it), or
 - (ii) the Agreement as between the AUTHORITY and Supplier in relation to the consequences of termination of the relevant extension or other change to the Agreement,

shall apply in addition to the provisions of this Deed, except to the extent that they are inconsistent with the provisions of this Deed (in which event the provisions of this Deed shall prevail in respect of any such inconsistency);

- (e) Supplier shall reimburse to the AUTHORITY any sums paid by the AUTHORITY to Supplier pursuant to the Agreement (if clause 2.3(a) applies) or (if clause 2.3(b) applies) pursuant the Agreement and which relate to services or works which have not yet been performed by Supplier;
- (f) any money paid by the AUTHORITY to Supplier by way of charges for work fully performed under the Agreement fully rendered by Supplier prior to the date on which the Agreement becomes ineffective may be retained by Supplier; and
- (g) If clause 2.3(a) applies, Supplier shall immediately transfer or surrender to the AUTHORITY (at nil value) all and any right, title and interest in any assets made

available to Supplier by the AUTHORITY for the purposes of, or in connection with, the provision of the Services by Supplier, and title to the same shall pass to the AUTHORITY upon delivery; and

2.4 If either:

- (a) the AUTHORITY wishes to defend the Challenge, and does so; or
- (b) Supplier wishes the AUTHORITY to defend the Challenge, and the AUTHORITY agrees to do so,

Supplier shall co-operate with the AUTHORITY to such extent as the AUTHORITY may reasonably require in relation to such defence.

2.5 If either of the circumstances set out in clauses 2.4(a) and 2.4(b) apply but (despite the AUTHORITY defending the Challenge) the Court makes a ruling that the AUTHORITY is in breach of its obligations under the Regulations in relation to the Agreement or the relevant variation, extension or novation (as the case may be) and as a consequence:

- (a) an award of damages is made against the AUTHORITY in favour of a third party claimant; or
- (b) a Declaration of Ineffectiveness is made in relation to the Agreement or the relevant variation, extension or novation (as the case may be); or
- (c) any other remedy is granted to a third party claimant,

then, and in any such case, the provisions of clause 2.6 shall apply.

2.6 Where the provisions of this clause 2.6 apply:

- (a) if both parties wish to defend the Challenge, all and any Losses arising by reason of the unsuccessful defence of such Challenge and the subsequent ruling of the Court (including any financial penalty imposed on the AUTHORITY further to the making of a Declaration of Ineffectiveness, any award of damages against the AUTHORITY in favour of a third party, and any legal and other professional fees expended in such connection) shall be borne by the parties in equal shares if the AUTHORITY alone determines to defend the Challenge, the AUTHORITY shall bear all and any Losses arising by reason of the unsuccessful defence of such Challenge and the subsequent ruling of the Court (including any financial penalty imposed on the AUTHORITY further

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to the making of a Declaration of Ineffectiveness, any award of damages against the AUTHORITY in favour of a third party, and any legal and other professional fees expended in such connection) ; and

2.7 if the party at whose wish the AUTHORITY has sought to defend the Challenge is Supplier, Supplier shall fully and effectually indemnify and keep indemnified the AUTHORITY from and against all and any Losses arising by reason of the unsuccessful defence of such Challenge and the subsequent ruling of the Court (including any financial penalty imposed on the AUTHORITY further to the making of a Declaration of Ineffectiveness, any award of damages against the AUTHORITY in favour of a third party, and any legal and other professional fees expended in such connection) Whether or not the AUTHORITY decides to defend any Challenge, and whether or not any defence of the Challenge is successful, it is agreed that the AUTHORITY shall, to the extent permitted by law, have no liability whatsoever (whether in contract, tort, for breach of statutory duty or otherwise) to Supplier for loss of profits, loss of business, loss of opportunities, or any other indirect or consequential loss, whether:

- (a) in the event of any Declaration of Ineffectiveness being made in respect of the Agreement or (as the case may be) any variation to it, extension to it or novation of it, or
- (b) otherwise in relation to any Challenge, or any other matter contemplated by this Deed.

2.8 Where the Agreement is subject to a Declaration of Ineffectiveness:

- (a) the AUTHORITY and the CONTRACTOR shall implement the Exit Plan so as to seek to achieve an orderly and efficient transition of the Services to the AUTHORITY or another third party supplier; and
- (b) the AUTHORITY shall pay Supplier's reasonable costs of assisting with and complying with the Exit Plan provided that the AUTHORITY shall not be liable for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of the Agreement.

2.9 Where, pursuant to clause:

- (a) 2.3(f), CONTRACTOR is liable to the AUTHORITY for the repayment of sums paid further to the Agreement; or

2.6, Supplier is liable to the AUTHORITY for any Losses and where the Court does not make any order as to the time within which the sums in question are to be paid, the same shall be

paid to the AUTHORITY within twenty-eight (28) days of the date of the relevant ruling of the Court (or, if there is no such ruling, within twenty-eight (28) days of the date of demand by the AUTHORITY).

- 2.10 Late payment by Supplier of any amount due to the AUTHORITY pursuant to this Deed shall attract interest at a rate of 2% above the base rate from time to time of Barclays Bank PLC.

3 AGREEMENTS AND DECLARATIONS

- 3.1 This Deed is designed to work in conjunction with the Agreement but shall be read and construed separately from the Agreement.

- 3.2 For the avoidance of doubt, this Deed shall not apply to any legal challenge brought or threatened against the AUTHORITY pursuant to the Regulations in relation to the terms of:

- (a) the Agreement (including any terms contained in any document attached to or referred to in the Agreement), or
- (b) any variation to, or novation of, the Agreement (including any terms contained in any document attached to or referred to in the Agreement or the relevant variation to it or novation of it, as the case may be),

after the Date referred to in clause 2.1.

- 3.3 For the avoidance of doubt this Deed shall continue in full force and effect notwithstanding the making of a Declaration of Ineffectiveness by the Court in relation to the Agreement or (as the case may be) any variation to it or novation of it.

- 3.4 This Deed shall be governed by English Law and the Courts of England shall have exclusive jurisdiction in relation to any dispute arising out of, or in connection with, this Deed.

4 CONFIDENTIALITY

- 4.1 Except to the extent set out in this clause 4, each Party shall:

- (a) treat this Deed, its existence and its subject-matter as confidential; and
- (b) not disclose the same to any other person. Supplier may however share the contents of this Deed with its Affiliates as required in accordance with its normal business procedures.

4.2 Clause 4.1 shall not apply:

- (a) to the extent that such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004; or
- (b) so as to prevent the AUTHORITY from bringing this Deed to the attention of the Court for the purposes of dealing with any Challenge (whether the challenge in question is defended or not).

4.3 Nothing in this clause 4 shall operate to prevent the AUTHORITY from disclosing this Deed:

- (a) for any purpose connected with the examination and certification of the AUTHORITY's accounts – which shall also apply to CONTRACTOR in the same way; or
- (b) for any examination pursuant to the National Audit Act 1983 of the economy, efficiency and effectiveness with which the AUTHORITY has used its resources.

5 NOTICES

5.1 Except as otherwise expressly provided in this Deed, no notice or other communication from one party to the other shall have any validity under this Deed unless made in writing by or on behalf of the party sending the same.

5.2 Any notice or other communication which is to be given by either party to the other shall be given by letter (sent by hand or first class pre-paid post), by facsimile transmission or electronic mail. Any such notice shall be addressed to the other in accordance with clause 5.3. As long as the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or (in the case of electronic mail or facsimile transmission) four (4) hours after transmission (or sooner where the other party acknowledges receipt of the notice in question).

5.3 For the purposes of Clause 5.2, the address of each party shall be as follows:

(a) For the AUTHORITY:

Address: Government Buildings, Cardiff Road, Newport, South Wales NP10
8XG

For the attention of: Darren Bone

Official

Telephone: [REDACTED]

Email: [REDACTED]

(b) For Supplier:

Address: [REDACTED]

For the attention of: [REDACTED]

Telephone: [REDACTED]

Email: [REDACTED]

5.4 Either party may change its address for service by serving a notice in accordance with this clause 5.

5.5 In proving service of any notice it shall be sufficient for a party to show that the notice in question was properly delivered to the address or transmitted to the facsimile number of the other party as provided by this clause 5 or that (if sent by post) the notice was properly addressed and posted.

IN WITNESS whereof this Deed has been executed by or on behalf of the parties and delivered the day and year first before written.

EXECUTED as a **DEED** for and on behalf of ONS by Nick Bateson

[REDACTED]

Chief Financial Officer and Director of Finance Planning and Performance

Date 14 August 2020

Official

EXECUTED as a **DEED** for and on behalf of ONS by Darren Bone



Chief Commercial Officer

Date 14 August 2020

Official

EXECUTED as a DEED for and on behalf of IQVIA LTD

by

[REDACTED]

[REDACTED]

[REDACTED]

Date 13th August 2020

EXECUTED as a DEED for and on behalf of IQVIA LTD

by:

[REDACTED]

[REDACTED]

Date

13th August 2020

SCHEDULE 19

FINANCIAL DISTRESS

1 Credit Rating and Duty to Notify

1.1 The CONTRACTOR warrants and represents to the AUTHORITY for the benefit of the AUTHORITY that as at the Commencement Date the long term credit ratings issued for the CONTRACTOR and the Guarantor (if applicable) by each of the Rating Agencies are as follows:

(a) Dunn and Bradsreer

1.2 The CONTRACTOR shall promptly notify (or shall procure that its auditors promptly notify) the AUTHORITY in writing if there is any downgrade in the credit rating issued by any Rating Agency for either the CONTRACTOR or the Guarantor (and in any event within five (5) Working Days of the occurrence of the downgrade).

1.3 If there is any downgrade credit rating issued by any Rating Agency for either the CONTRACTOR or the Guarantor, the CONTRACTOR shall ensure that the CONTRACTOR's auditors or Guarantor's auditors (as the case may be) 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 CONTRACTOR 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 CONTRACTOR or the Guarantor (as the case may be);

B is the value of all marketable securities held by the CONTRACTOR or the Guarantor (as the case may be) 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 CONTRACTOR or the Guarantor (as the case may be); and

D is the value at the relevant date of the current liabilities of the CONTRACTOR or Guarantor (as the case may be).

1.4 The CONTRACTOR shall:

- (a) regularly monitor the credit ratings of the CONTRACTOR, the Guarantor and each Key Sub-Contractor with the Rating Agencies; and
- (b) promptly notify (or shall procure that its auditors promptly notify) the AUTHORITY in writing following the occurrence of a Financial Distress Event or a 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 CONTRACTOR 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).

1.5 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraph 1.1(a) of this Schedule, the credit rating of the CONTRACTOR, 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 CONTRACTOR, the Guarantor or relevant Key Sub-Contractor (as the case may be) at or below the applicable Credit Rating Threshold.

2 CONSEQUENCES OF A FINANCIAL DISTRESS EVENT

2.1 In the event of:

- (a) the credit rating of the CONTRACTOR, the Guarantor or any Key Sub-Contractor dropping below the applicable Credit Rating Threshold;
- (b) the CONTRACTOR, the Guarantor or any Key Sub-Contractor issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the CONTRACTOR, the Guarantor or any Key Sub-Contractor;

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- (c) the CONTRACTOR, the Guarantor or any Key Sub-Contractor committing a material breach of covenant to its lenders;
- (d) a Key Sub-Contractor notifying the AUTHORITY that the CONTRACTOR has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute; or
- (e) any of the following:
 - (i) commencement of any litigation against the CONTRACTOR, the Guarantor or any Key Sub-Contractor with respect to financial indebtedness greater than five million pounds (£5,000,000);
 - (ii) non-payment by the CONTRACTOR or the Guarantor or any Key Sub-Contractor of any financial indebtedness;
 - (iii) any financial indebtedness of the CONTRACTOR, the Guarantor or any Key Sub-Contractor becoming due as a result of an event of default; or
 - (iv) the cancellation or suspension of any financial indebtedness in respect of the CONTRACTOR, 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 this Contract;

(each 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 CONTRACTOR), the CONTRACTOR shall have the obligations and the AUTHORITY shall have the rights and remedies as set out in Paragraphs 2.3 to 2.6 of this Schedule.

2.2 In the event of a late or non-payment of a Key Sub-Contractor pursuant to Paragraph 2.2(d) of this Schedule, the AUTHORITY shall not exercise any of its rights or remedies under Paragraph 2.3 without first giving the CONTRACTOR ten (10) Working Days to:

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

- 2.3 The CONTRACTOR shall (and shall procure that the Guarantor and/or any relevant Key Sub-Contractor shall):
- (a) 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 or such other period as the AUTHORITY may permit and notify to the CONTRACTOR in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Contract; and
 - (b) where the AUTHORITY reasonably believes (taking into account the discussions and any representations made under Paragraph 2.3(a) of this Schedule) that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Contract:
 - (i) 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 or such other period as the AUTHORITY may permit and notify to the CONTRACTOR in writing); and
 - (ii) provide such financial information relating to the CONTRACTOR or the Guarantor as the AUTHORITY may reasonably require.
- 2.4 The AUTHORITY shall not withhold its approval of a draft Financial Distress Service Continuity Plan unreasonably. If the AUTHORITY does not approve the draft Financial Distress Service Continuity Plan, it shall inform the CONTRACTOR of its reasons and the CONTRACTOR 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 draft. This process shall be repeated until the Financial Distress Service Continuity Plan is approved by the AUTHORITY or referred to the Dispute Resolution Procedure under Paragraph 2.5 of this Schedule.
- 2.5 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 ensure the continued performance of the CONTRACTOR's obligations in accordance with the Contract, 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.

2.6 Following approval of the Financial Distress Service Continuity Plan by the AUTHORITY, the CONTRACTOR shall:

- (a) 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 this Contract;
- (b) where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 2.6(a) of this Schedule, submit an updated Financial Distress Service Continuity Plan to the AUTHORITY for its approval, and the provisions of Paragraphs 2.4 and 2.5 of this Schedule shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan; and
- (c) comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

2.7 Where the CONTRACTOR reasonably believes that the relevant Financial Distress Event under Paragraph 2.1 of this Schedule (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the AUTHORITY and the Parties may agree that the CONTRACTOR shall be relieved of its obligations under Paragraph 2.6.

3 **TERMINATION RIGHTS**

3.1 The AUTHORITY shall be entitled to terminate this Contract under Clause J61 (Termination on Default) if:

- (a) the CONTRACTOR fails to notify the AUTHORITY of a Financial Distress Event in accordance with Paragraph 1.4(b) of this Schedule;
- (b) the parties fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 2.3 to 2.5 of this Schedule; and/or
- (c) the CONTRACTOR fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 2.6(c) of this Schedule.

4 PRIMACY OF CREDIT RATINGS

4.1 Without prejudice to the CONTRACTOR's obligations and the AUTHORITY's rights and remedies under Paragraph 3 of this Schedule, if, following the occurrence of a Financial Distress Event pursuant to any of Paragraphs 1.1 to 2.1 of this Schedule, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

- (a) the CONTRACTOR shall be relieved automatically of its obligations under Paragraphs 2.3 to 2.6 of this Schedule; and
- (b) the AUTHORITY shall not be entitled to require the CONTRACTOR to provide financial information in accordance with Paragraph 2.3 of this Schedule.

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SCHEDULE 20

MANAGEMENT INFORMATION

1 Reporting

1.1 The CONTRACTOR shall report on all contractual requirements contained in the contract, including the Key Performance Indicators in Schedule 4 (Service Levels).

2 Monthly Cost Report

2.1 The CONTRACTOR shall provide a "Monthly Cost Report" to the AUTHORITY that shall include the following (as a minimum):

(a) an executive summary detailing the following:

- (i) the total of the Charges;
- (ii) budget transfers as they impact the total of the Charges;
- (iii) scope changes;
- (iv) the forecast of total of the Charges; and

(v) a commentary on key cost issues, including potential cost adjustments and options resulting from design development and Services delivery reviews;

(b) a detailed audit and commentary tracking adjustments the forecast of the Charges resulting from any:

- (i) development of the design;
- (ii) value-engineering exercises and savings;
- (iii) development of Services delivery methods;
- (iv) development of how the Project is organised or delivered;
- (v) the obtaining of indicative prices or formal market testing; and

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- (vi) actual procurement for subcontracted or outsourced elements of the Services;
- (c) a report on variations or changes to the Charges (either agreed with the AUTHORITY via the Variation Process, or those that may be the subject of ongoing discussions);
- (d) a report on the design information received by the CONTRACTOR from the AUTHORITY (and, specifically, where such design information received may, in the opinion of the CONTRACTOR, result in any change to the Charges;
- (e) a commentary on risks and issues and their likely impact on the overall Charges;
- (f) a commentary on any whole-life cost issues relevant to the Services and the AUTHORITY;
- (g) any saving options to allow additional expenditure to be made in alternate areas or to maintain the forecast total within the total of the Charges;
- (h) a commentary on any potential cost implications of any schedule or progress-related issues;
- (i) a progress report on the CONTRACTOR's own procurement activities;
- (j) the current position and extent of the Charges either procured, market-tested or based on cost plan rates with appropriate analysis of data including status by numbers and values of work packages; and
- (k) the Cash Flow Forecast, as detailed in Paragraph 3 of Schedule 11 (Value for Money).
- (l) the Financial Forecast as detailed in Paragraph 4 of this Schedule 11 (Value for Money).

2.2 The format for the Monthly Cost Report shall be agreed between the AUTHORITY and the CONTRACTOR prior to the submission of the first Monthly Cost Report by the CONTRACTOR.

Presenting the Cost Report

2.3 If the Monthly Cost Report cannot be managed within the Management Governance Group, then the CONTRACTOR shall produce a separate Monthly Cost Report, which is a Document Deliverable shall be treated as such throughout the Periods.

2.4 The CONTRACTOR shall prepare and submit the Monthly Cost Report to the AUTHORITY as follows:

Step 1: Not less than five (5) Working Days, before the Monthly Supplier Review Meeting, the CONTRACTOR shall present to the AUTHORITY a draft of their proposed Monthly Cost Report for that corresponding period.

Step 2: Not less than three (3) Working Days, before the Monthly Supplier Review Meeting, the AUTHORITY's Commercial Manager and the CONTRACTOR's Commercial Manager shall discuss the draft of the Monthly Cost Report, and consider the content of the draft Monthly Cost Report.

Step 3: The AUTHORITY's Commercial Manager and the CONTRACTOR's Commercial Manager will attend the Monthly Supplier Review Meeting and issue the Monthly Cost Report to the AUTHORITY Service Manager, noting any areas of concern or matters for discussion.

Step 4: Not less than five (5) Working Days, after the Monthly Supplier Review Meeting, the CONTRACTOR shall re-present the updated Monthly Cost Report, incorporating updates agreed between the CONTRACTOR and the AUTHORITY at the Monthly Supplier Review Meeting.

Authorising the Monthly Cost Report

2.5 The Monthly Cost Report will be reviewed and commented on by the AUTHORITY's Commercial Manager and the AUTHORITY Service Manager.

2.6 The Monthly Cost Report shall be formally Approved by the AUTHORITY Commercial Manager at the Monthly Supplier Review Meeting (subject to any changes agreed at the Monthly Supplier Review Meeting).

Other Management Information

2.7 The Contractor shall provide all other Management Information reasonably requested by the AUTHORITY, to include but not be limited to the information detailed in Annex A to this Schedule.

2.8 For the avoidance of doubt, in addition to any other information provided by the CONTRACTOR, information shall be provided which clearly demonstrates in one discrete report the CONTRACTOR's performance against the Critical Key Performance Indicators,

Key Performance Indicators and Performance Indicators detailed in Schedule 4 (Service Levels).

Annex A

MINIMUM REQUIRED MANAGEMENT INFORMATION



cis_mi_requirements.
xlsx

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SCHEDULE 21

DESCRIPTION OF DATA PROCESSING ACTIVITIES

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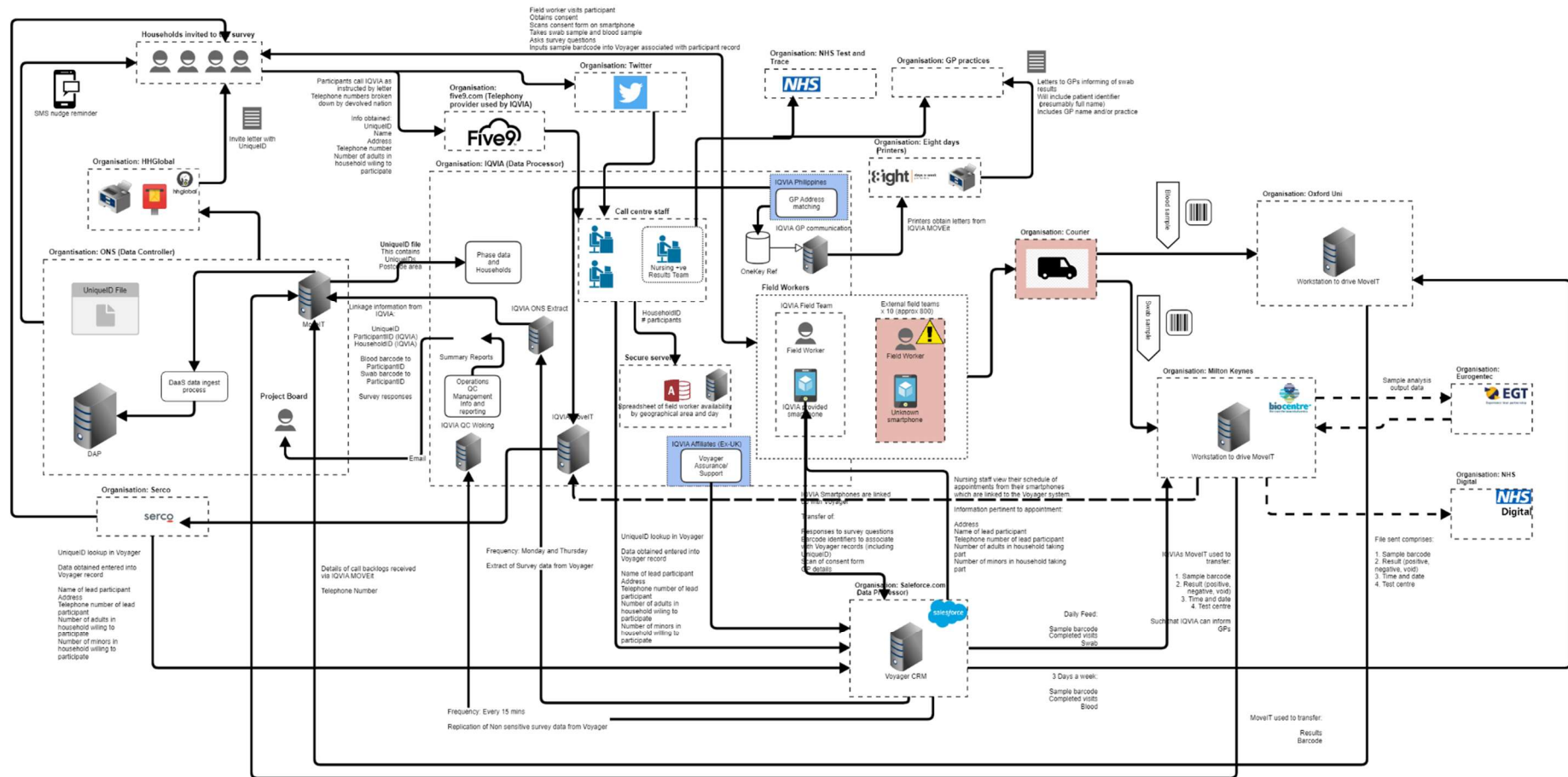


Fig 1 – data flows

The data flow diagram (Fig 1) shows pictorially all data flows required within IQVIA and with third parties to deliver the project. Any additional data flows must be agreed in writing by both parties and Fig 1 must be updated.

Only the fields specified in Annex 3 Schedule 1 may be collected and stored in voyager. All personal data must be processed in line with the instructions in the data processing agreement between IQVIA and the data controllers

The following Sub processors both internal to IQVIA and externally are pre-approved

IQVIA Affiliates

For the table below data can only be processed by IQVIA affiliates if necessary, to deliver the project. Data extracts from Voyager must be non-identified (unless agreed by the data controllers), for example to produce the extract for the ONS and the files to enable contact to be made with the GP and participants, and fields minimised to only those fields, required and any data cuts saved in the UK Woking datacentre. A legalising mechanism (e.g. Standard Contract Clauses (SCCs)) must be in place if required by UK data protection law. Row level data must not be saved locally by staff nor extracted from the pre-approved hosting locations in the UK except to send to pre-approved third parties and/or the data controllers as outlined in Fig 1

Table 1

IQVIA UK Affiliates	Processing Country	Hosting Country	Purpose
Quintiles UK Limited	UK	UK	Voyager support/Development
Innovex UK Limited	UK	UK	Voyager support/Development
IMS Health Technology Services Limited	UK	UK	GP Letters preparation Service Management
IQVIA IES Ltd	UK	UK	Provides staff to work through the project including HCWs, clinical and admin staff, voyager team, project team

Figure 1

IQVIA non UK Affiliates	Processing Country	Hosting Country	Purpose
IQVIA RDS (India) Private Limited	India	UK	Voyager Support - Supporting users on voyager
US Quintiles inc	US	UK	Voyager Support - Supporting users on voyager

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IQVIA Inc	US	UK	Limited Pseudonymised data for Quality Validations
IMS Health Analytics Service Pvt Ltd	India	UK	Limited Pseudonymised data for Quality Validations
IQVIA Solutions Operations Centre Philippines Inc.	Philippines	Philippines	Onekey GP Matching
Quintiles Slovakia	Slovakia	UK	Voyager Development
Denmark - DNK Quintiles AS, CVR no31364957	Denmark	UK	Call Agents
Finland - FIN Quintiles OY	Finland	UK	Call Agents
Norway - NOR Quintiles AB, org/reg no:977160308	Norway	UK	Call Agents
Sweden - SWE Quintiles AB reg nr 556244-8802	Sweden	UK	Call Agents
IQVIA RDS Ireland Ltd	ROI	UK	Field agents which may do swabs/bloods for Northern Ireland

External Sub processors

All sub-processors which are not IQVIA Affiliates and listed in Table Y below are pre-approved to deliver the project. Any additional sub processors can be added to the project if agreed in writing by all data controllers as outlined in clause 42.

Table Y - Sub processor contracted by IQVIA

Sub processor	Processing Country	Hosting Country	Purpose
Apodi Limited	UK	UK	Staff take Blood and swabs. Info added into Voyager from company provided devices.
Bionical Solutions Limited	UK	UK	Staff take Blood and swabs. Info added into Voyager from company provided devices.
BlueCrest Healthscreening Limited	UK	UK	Staff take Blood and swabs. Info added into voyager from company provided devices.
Independent Clinical Services Limited (trading as Thornbury Nursing Services - TNS)	UK	UK	Staff take Blood and swabs. Info added into voyager from personal phones and loaded into voyager.

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Sub processor	Processing Country	Hosting Country	Purpose
Market & Opinion Research International Limited (T/A IPSOS MORI)	UK	UK	Staff take swabs. Info added into voyager from company provided laptop
NatCen Social Research	UK	UK	Staff take swabs. Info added into voyager from company provided devices.
Serco Group plc	UK	UK	Provide call centre support for all new participants wishing to register onto the study. All Call Agents have access to Voyager to record participants details e.g. Name, Address, phone number and number of participants in the household
Star Medical Contracts Limited	UK	UK	Staff take swabs. Info added into voyager from company provided devices.
Square Health Limited	UK	UK	Workforce are all self-employed and take Blood and swabs. Info added into voyager using personal phones
Kantar UK Limited	UK	UK	Staff take swabs. Info added into voyager from company provided tablet.

Sub processor	Processing Country	Hosting Country	Purpose
SalesForce.com (Voyager)	UK	UK	Voyager is the CRM system used to capture all participant level data and information and used by the field force. PII is held in voyager.
Five 9	UK	UK	Five9 is the telephony system used by IQVIA for the purposes of managing incoming calls. It includes a queuing system and capability to phone back participants on request.
Eight Days	UK	UK	Printer - used to print letters to GPs details include patient names and test results for COVID-19.

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Sub processor	Processing Country	Hosting Country	Purpose
Ownbackup	UK	UK	A service provider to provide additional site back up for voyager to enable roll back in the case of operator error
Greens Limited	UK	UK	Printer - for BCP only in case there are issues with 8 days. Service is the same as 8 days and it might not be used for this project
Message Media	Australia	Australia	SMS texting service integrated to Voyager
Customer times	Ukraine	Ukraine	Salesforce development
Global Logic	Ukraine	Ukraine	Salesforce testing
Greens Staff	UK	UK	Staff will take Blood and swabs.
Initial Rentokil	UK	UK	collect the of waste "sharps" materials from HCWs
HealthNet Homecare	UK	UK	Staff will take swabs.
ONS – NB staff are provided by ONS and not under contract with IQVIA	UK	UK	Staff take swabs

SCHEDULE 22

SOCIAL VALUE

In March 2012 the Public Services (Social Value) Act 2012 became law. The Act requires all public sector bodies, to consider Social Value within their procurement processes and in turn to measure the benefits that they and their suppliers are delivering to the communities where they are working.

Delivering Social Value is at the heart of everything that the public sector does and is fundamentally about achieving best value.

Social Value is one way of driving innovation through procurement by encouraging employment opportunities, developing skills and improving environmental sustainability. The public sector must maximise Social Value effectively and comprehensively through its procurement and should account for Social Value in the evaluation criteria. This will help to contribute towards a level playing field for the UK's small businesses, voluntary and community sector organisations and social enterprises – they are often closest to our communities and can be well placed to deliver Social Value through the contract. However, this doesn't simply mean the best price, but rather value should be seen in a wider context of achieving greater economic, social and environmental benefits for the local community.

Social Value is measured against a series of Themes, Outcomes and Measures (TOMs). Each measure is allocated a financial value that reflects the cost saving and economic benefit of that measure being achieved. In some cases, where there is no direct saving, or it is inappropriate to allocate a value then an estimated 'cost' to business is used.

CIS contract Section 23 Social Value; TOM's

Theme <i>(The principle issues being considered).</i>	Outcome <i>(A series of outcomes that support the theme).</i>	Measure or Initiative <i>(A measure against which progress may be reported).</i>	Type of Measure <i>(Description of how value is calculated).</i>
Social Issue: Provision of services to help create healthier, safer and more resilient communities;	Mobilise resources to help tackle the COVID-19 emergency and mitigate negative impacts via testing or sampling programme to help limit or reduce the spread of COVID-19 infection rates amongst communities	Provision of management information to demonstrate compliance with agreed levels of service	Critical Key Performance Indicators noted in the Contract
Economic Issue: Employment	Continued retention of current employees and possible increase of employment opportunities to provide services to meet the requirements of the Contract	Number of current employees connected with the Contract, and number of new HC or contracted HC to provide services in connection with the Contract	Economic benefit to the wider community in which the employees live.

1. Thematic approach

At IQVIA, we are inspired to advance health outcomes and our collective understanding of human health and the science of disease is deepening. Through collaboration, we hope to overcome one of the biggest challenges facing global health. IQVIA will make the best use of resources and expertise to provide services described in the Contract to deliver a testing or sampling programme to help mitigate the social health impacts of the COVID-19 virus.

2. Delivery capability

Progress against the two identified social value TOM's noted in the table above will be monitored by the Contract project delivery team, and information for reporting against the TOM's will be captured by the Project lead.

IQVIA is committed to supporting sustainable business practices and acting as a good corporate citizen running our business in a socially responsible way that helps create long-term value. We have a Sustainability & CSR Committee which oversees our environmental and social responsibility programmes. The Committee is chaired by John Dodd, Senior Director Operational Effectiveness, who will help keep track of progress against the TOM's as necessary

3. Continuous Improvement Plan (CIP) & Engagement and Collaboration Plan (ECP)

Due to the relatively short-term contract, we do not plan to create or publish a CIP or ECP at this stage.

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Question	Response
<p>2. Number of voluntary hours donated to support VCSEs (excludes expert business advice) what are VCSE's</p> <p>A No. staff volunteering hours = £</p>	<p>We provide all Global IQVIA employees with an IQVIA Day where each employee is able to spend up to 1 day (paid) undertaking volunteering/charitable work.</p>
<p>7. No. of employees (FTE) taken on who are not in employment, education, or training (NEETs)</p> <p>A No. people FTE = £</p>	<p>We have no data held on this</p>
<p>8. No. of employees (FTE) taken on who are rehabilitating young offenders (18-24 y.o.)</p> <p>A No. people FTE = £</p>	<p>We have no data held on this</p>
<p>9. No. of hours dedicated to supporting unemployed people into work by providing career mentoring, including mock interviews, CV advice, and careers guidance (over 24 y.o.) IMPORTANT NOTE: DO NOT enter data here for people with: Physical disabilities; Mental Health issues; Black, Asian and minority ethnic people (BAME)</p> <p>A No. of people FTE = £</p>	<p>Through our Employee Resource Groups (ERGs) and Corporate Social Responsibility (CSR) efforts we undertake a range of activities with local schools on a regular basis, including career mentoring, CV advice and careers guidance. We also work closely with a range of Universities across the UK including career talks from IQVIA employees.</p>
<p>10. No. of hours dedicated to supporting unemployed people into work by providing career mentoring, including mock interviews, CV advice, and careers guidance (over 24 y.o.) IMPORTANT NOTE: ONLY</p>	<p>IQVIA is an equal opportunities employer and we ensure that our policies and procedures are written and implemented in such a way that they support this philosophy. We have a number</p>

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<p>enter data here for people with: Physical disabilities; Mental Health issues; Black, Asian and minority ethnic people (BAME)</p> <p>A No. of people FTE = £</p>	<p>of Resource Groups globally and locally, supporting women, black and Asian minorities, LGBT community, veterans, and we are open to creating new groups when employees come with suggestions and ideas. We are very engaged with the WIN (Women In Networking) group, organising sessions, webinars, panel discussions as part of the network. We have a number of women actively engaged in helping charities like The Girls Network by coaching and mentoring secondary students (girls) from disadvantaged communities with the focus on helping them find the right careers. We are also working with GirlUp, a UN foundation initiative to support and empower adolescent girls to build leadership, self-confidence, accountability and aspirations.</p>
<p>11. No. of training opportunities on contract (BTEC, City & Guilds, NVQ, HNC) that have either been completed during the year, or that will be supported by the organisation to completion in the following years, Levels 2,3, or 4+.</p> <p>A No. of people FTE = £</p>	<p>IQVIA is a learning organisation and we provide a wide range of training options via our internal portals or through our internal training team. We are also an apprenticeship levy payer and although at the moment we don't have any apprentices hired through the scheme, we constantly review the options and look for opportunities in this area. We have a small number of existing employees taking professional training as part of the apprenticeship scheme and we are also investigating an option to roll out a management training via the same route.</p>
<p>13. Meaningful work placements that pay Minimum or National Living wage according to eligibility, 6+ weeks (internships).</p>	<p>From January 2019 we have had a total of 97 Interns join IQVIA in the UK.</p>

<p>A No. of people FTE = £ -</p>	
<p>Question</p>	<p>Response</p>
<p>14. Diversity training provided for contractors and subcontractors</p> <p>A No. hrs*no. attendees = £</p>	<p>IQVIA is committed to maintaining a culture of diversity and inclusion in which people from all backgrounds can fully contribute to the growth and success of our business. We create this culture of inclusion regardless of gender, race, color, creed, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, veteran status, citizenship, sexual orientation, gender identity, or any other protected group status. We treat each other and anyone we interact with while working at IQVIA with respect and dignity and we have mandatory Code of Conduct training “Doing the Right Thing” with refreshed training required every year.</p>

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<p>15. No. of local people (FTE) employed on contract for one year or the whole duration of the contract, whichever is shorter</p> <p>A No. people FTE =</p>	<p>Currently we have 50 people on contracts of employment of 12 months or less</p>
<p>16. No. of employees (FTE) taken on who are long term unemployed (unemployed for a year or longer). IMPORTANT NOTE: DO NOT enter data here for people with: Physical disabilities; Mental Health issues; Black, Asian and minority ethnic people (BAME)</p> <p>A No. people FTE =</p>	<p>No data available</p>
<p>18. No. of jobs (FTE) created for disabled people</p> <p>A No. people FTE</p>	<p>No data available</p>
<p>Question</p>	<p>Response</p>
<p>20. Initiatives to be taken to support older, disabled and vulnerable people to build stronger community networks (e.g. older people into work programme' to support people aged 65+ into work, social action and</p>	<p>IQVIA has a Care program in place that provides financial and in-kind support for a variety of health-related nonprofit organizations worldwide. In addition, we support causes and</p>

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<p>volunteering to tackle social isolation and age-related poverty)</p> <p>A Invested including staff time = £ None</p>	<p>programs that are important to our employees. These include community fundraising and volunteer activities, and support for health-related charities and natural disaster fund drives. Part of this program is our IQVIA Day which encourages employees to participate and receive a day off to perform volunteer activities for older, disabled, disadvantaged and vulnerable people in their communities.</p>
<p>21. Demonstrate commitment to work practices that improve staff wellbeing, recognise mental health as an issue and reduce absenteeism due to ill health, identify time dedicated for wellbeing courses</p> <p>A No. hrs*no. attendees = £</p>	<p>On line and face to face counselling available, well being tools and targeted reminders. Private Medical for all with Bupa extensive Mental Health support – widest cover in the market, Occupational Health and Income Protection support with rehabilitation whilst at or out of work. Investment over £4million for circa 3150 employees</p>
<p>22. Initiatives taken or supported to engage people in health interventions (e.g. stop smoking, obesity, alcoholism, drugs, etc.) or wellbeing initiatives in the community, including physical activities for adults and children</p> <p>A £ invested including staff time = £</p>	<p>All employees have the opportunity to join the IQVIA private medical insurance scheme which provides in person, phone and on-line support on range of preventative health measures. IQVIA also has an Employee Assistance Programme (EAP) which provides additional phone and on-line support. The majority of IQVIA employees have access to an employee Wellness Reimbursement Programme which encourages individual health and wellbeing.</p>

SCHEDULE 23 SECURITY AND INFORMATION ASSURANCE

1. Introduction

- 1.1. This Schedule provides details of the AUTHORITY's approach to security together with the contractual compliance requirements for the CONTRACTOR and its Staff. The approach requires that the CONTRACTOR:
 - 1.1.1. develop and implement an Information Security Management System (ISMS) and Security Management Plan (SMP) to cover the Services provided to the AUTHORITY under the Contract;
 - 1.1.2. provide specific Staff security to cover the Services provided to the AUTHORITY under the Contract;
 - 1.1.3. provide technical security for CONTRACTOR IT infrastructure, applications and mobile devices to cover the Services provided to the AUTHORITY under the Contract
 - 1.1.4. provide specific physical security for locations controlled by the CONTRACTOR to cover the Services provided to the AUTHORITY under the Contract; and
 - 1.1.5. Comply with all aspects of Data Protection legislation.
- 1.2. As a Government organisation, the AUTHORITY is committed to implementing Government policy related to security where this is applicable to the Services provided by the CONTRACTOR. The AUTHORITY's security requirements for the contract will be set out in this Contract.
- 1.3. AUTHORITY information provided to the CONTRACTOR under the Services, whether in paper or electronic form, shall be classified as OFFICIAL. Additionally, the AUTHORITY will identify to the CONTRACTOR certain sensitive information as OFFICIAL SENSITIVE which shall require additional security protection.

2. Security Management

- 2.1. The AUTHORITY and the CONTRACTOR acknowledge that the purpose of the Information Security Management System (ISMS) and Security Management Plan (SMP) is to ensure a good organisational approach to security under which the specific requirements of the Contract will be met.
- 2.2. The AUTHORITY's Security Representative and the CONTRACTOR's Security Representative are included as Key Personnel under Schedule 10 of this Contract and the provisions of Clause 16 (Key Personnel) shall apply in relation to such persons. A reasonable level of access to these Staff for the purposes of designing, implementing and managing security will be made available.
- 2.3. The CONTRACTOR shall use as a minimum Good Industry Practice in the day-to-day operation of any system holding, transferring or processing AUTHORITY Data and any system that could directly or indirectly have an impact on that information, and shall ensure that AUTHORITY Data remains under the effective control of the CONTRACTOR at all times. This shall also apply to the CONTRACTOR's Sub-contractors or Affiliates.

3. Security Information Management System (ISMS)

- 3.1. The CONTRACTOR shall provide an ISMS that ensures that the secure reception, processing, storage and dissemination of AUTHORITY information is within controlled physical and electronic environments. This ISMS shall meet the requirements of ISO/IEC 27001:2013.
- 3.2. Within 45 Working Days of Contract commencement, the CONTRACTOR shall develop and submit to the AUTHORITY, for the AUTHORITY's Approval, an ISMS for the purposes of this Contract, which shall comply with the requirements of this Section.
- 3.3. In accordance with ISO/IEC 27001:2013, the ISMS shall cover the following security areas related to the Services:
 - 3.3.1. Information security policies;
 - 3.3.2. Organisation of information security;
 - 3.3.3. Human resource security;
 - 3.3.4. Asset management;
 - 3.3.5. Access control;
 - 3.3.6. Cryptography;
 - 3.3.7. Physical and environmental security;
 - 3.3.8. Operations security;
 - 3.3.9. Communications security;
 - 3.3.10. System acquisition, development and maintenance;
 - 3.3.11. Supplier relationships;
 - 3.3.12. Information security incident management;
 - 3.3.13. Information security aspects of business continuity management and disaster recovery;and
 - 3.3.14. Compliance.
- 3.4. Additional requirements for Staff security, physical security, data protection and managing OFFICIAL SENSITIVE AUTHORITY Data are specified in this Section.
- 3.5. The ISMS shall also:
 - 3.5.1. be developed to protect all aspects of the Services and all processes associated with the provision of the Services, including the CONTRACTOR Premises, support Sites, any ICT, information and data;
 - 3.5.2. meet the relevant standards in ISO/IEC 27001 (Information Security Management) and ISO/IEC27002 (Information Technology – Security Techniques); and
 - 3.5.3. be supported by appropriate security standards, guidance and policies applicable to the Services provided to the AUTHORITY.
- 3.6. In the event that the CONTRACTOR becomes aware of any inconsistency in the provisions of the standards, guidance and policies related to the ISMS set out in this Section, the CONTRACTOR shall immediately notify the AUTHORITY's Security Representative of such inconsistency who shall, as soon as practicable, notify the CONTRACTOR as to which provision the CONTRACTOR shall comply with.

- 3.7. The ISMS shall be Approved in line with the AUTHORITY's Deliverable Review and Assurance Process set out in Section C2000 of this Specification Document.
- 3.8. The ISMS is a Document Deliverable and shall be treated as such during the delivery of the Services.

4. Security Management Plan

- 4.1. The CONTRACTOR shall prepare and submit to the AUTHORITY for Approval a Security Management Plan (SMP) covering their management approach for the security services provided. The SMP shall:
 - 4.1.1. identify the necessary delegated organisational roles defined for those responsible for delivering and overseeing the SMP;
 - 4.1.2. detail the CONTRACTOR approach and processes for delivering the Services using Sub-Contractors and third parties authorised by the AUTHORITY; and
 - 4.1.3. provide evidence that the security services are operating within the scope of this Contract.

5. Amendment and Revision of the ISMS and SMP

- 5.1. The ISMS and SMP shall be reviewed and updated by the CONTRACTOR in accordance with Good Industry Practice in order to reflect:
 - 5.1.1. emerging changes in Good Industry Practice;
 - 5.1.2. any change or proposed change to Services and/or associated processes;
 - 5.1.3. any new perceived or changed security threats; and
 - 5.1.4. any reasonable change in requirement requested by the AUTHORITY.
- 5.2. The CONTRACTOR shall provide the AUTHORITY with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and SMP at no additional cost to the AUTHORITY. The results of the review shall include, without limitation:
 - 5.2.1. updates to the risk assessments;
 - 5.2.2. 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
 - 5.2.3. suggested improvements including in measuring the effectiveness of controls.
- 5.3. Subject to the requirements of this Section, any change which the CONTRACTOR proposes to make to the ISMS or SMP shall be subject to the Change Control Procedure described in Schedule 15 of this Contract and shall not be implemented until Approved by the AUTHORITY.
- 5.4. The AUTHORITY may, where it is reasonable to do so, Approve and require changes or amendments to the ISMS or SMP to be implemented on timescales faster than set out in the Schedule 15 (Variation Procedure) but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Contract.

6. Staff Security

- 6.1. The CONTRACTOR, its Affiliates and Sub-Contractors shall ensure that all full-time and temporary Staff working with any form of AUTHORITY information are appropriately screened and vetted staff whether permanent, contractor, associate, agency or Sub-Contractor. Specific Staff requirements are:
- 6.1.1. The CONTRACTOR shall have screened all Staff in accordance with its own staffing security policies;
 - 6.1.2. The CONTRACTOR shall ensure that all permanent, contract, associate, agency and Sub-Contractor staff have been required to comply with policies relating to data protection, data security and IT responsibilities before working with AUTHORITY information;
 - 6.1.3. The CONTRACTOR shall have all permanent, contract, associate, agency and Sub-Contractor staff sign contracts or other legal documentation that provides for confidentiality or non-disclosure related to AUTHORITY activity and information;
 - 6.1.4. CONTRACTOR permanent, contract, associate, agency and Sub-Contractor staff shall be monitored to detect suspicious behaviour and resolve any security concerns identified;
 - 6.1.5. The CONTRACTOR shall provide all permanent, contract, associate, agency and Sub-Contractor staff with mandatory security training before they work with AUTHORITY information;
 - 6.1.6. The CONTRACTOR shall provide all permanent, contract, associate, agency and Sub-Contractor staff with guidance and Security Operating Procedures (SyOps) for Staff security to assist their compliance with AUTHORITY requirements; and
 - 6.1.7. The CONTRACTOR shall provide an escalation and reporting service to report Staff security issues or a Breach of Security (using such reporting mechanism as defined by the ISMS).

7. Physical Security

- 7.1. The CONTRACTOR shall ensure that all physical aspects of AUTHORITY's activity and information is secured. Specific physical security requirements are:
- The CONTRACTOR shall provide and maintain a secure physical working environment for the protection of all users where those users are operating on premises controlled by the CONTRACTOR;
- 7.1.1. The CONTRACTOR shall provide information security training to all CONTRACTOR and Sub-Contractor Staff with regards to the physical handling, use, storage, transport and disposal of AUTHORITY Data;
 - 7.1.2. The CONTRACTOR shall provide evidence of a physical security risk assessment having occurred for locations where AUTHORITY data is held,;
 - 7.1.3. The CONTRACTOR shall take such measures as reasonably practical to ensure that only those permanent, contract, associate, agency and Sub-Contractor staff, and members of the public that have a legitimate business reason for access are given access beyond the perimeter of any Site;

- 7.1.4. The CONTRACTOR shall provide the necessary resources and management to ensure that the agreed physical security controls are effectively implemented and maintained;
- 7.1.5. The CONTRACTOR shall regularly audit and test implemented physical security measures, develop and implement action plans ensure that security is maintained at premises controlled by the CONTRACTOR
- 7.1.6. The CONTRACTOR shall provide an escalation and reporting service to report physical security issues or a Breach of Security (using such reporting mechanism as defined by the ISMS).

8. **Data Protection**

- 8.1. The CONTRACTOR shall ensure that all aspects of the Services provided to the AUTHORITY are performed in accordance with the Data Protection Legislation:
 - 8.1.1. the CONTRACTOR shall comply with both the Law and good practice, respect the rights of individuals, and be open and honest about how it handles personal data;
 - 8.1.2. the CONTRACTOR shall create, deliver and maintain data protection training (as part of its information security training) and awareness for all permanent, contract, associate, agency and Sub-Contractor staff working with AUTHORITY Data;
 - 8.1.3. the CONTRACTOR shall provide an escalation and reporting service to report data protection issues or a Breach of Security (using such reporting mechanism as defined by the ISMS); and
 - 8.1.4. The CONTRACTOR shall liaise with the AUTHORITY's Data Protection Officer if any Data Subject Access Requests are received in relation to AUTHORITY Data being managed under the Services being provided.

9. **Enhanced Security Requirements**

- 9.1. Where the CONTRACTOR is requested to manage AUTHORITY Data designated as OFFICIAL SENSITIVE additional security measures, generally procedural or Staff, must be applied to reinforce the principle of "Need to Know". The CONTRACTOR shall manage this under enhanced security requirements, using the following principles (as a minimum):
 - 9.1.1. As soon as reasonably possible, move all AUTHORITY Data within an environment which is not shared (i.e. AUTHORITY Data must be in a locked and secure separate area which does not contain records from any other client of the CONTRACTOR);
 - 9.1.2. only enable access to AUTHORITY Data from permanent, contract, associate, agency and Sub-Contractor staff who hold an appropriate current UK Government national security vetting;
 - 9.1.3. allow external access to pre-authorised AUTHORITY personnel only; and
 - 9.1.4. immediately (but in any case no later than within 48 hours) upon CONTRACTOR notification, report to the AUTHORITY any incidents involving theft, loss or inappropriate access to AUTHORITY Data (using such reporting mechanism as defined by the ISMS).

10. Security Audit

- 10.1. The AUTHORITY shall provide reasonable notice to the CONTRACTOR prior to any Security Audit of the Services provided, the ISMS and SMP. The AUTHORITY shall try to ensure that such Security Audits are requested no more than twice each Contract Year (notwithstanding the foregoing, such Audits may occur more frequently in the event that a serious security situation requires such a Security Audit).
- 10.2. The CONTRACTOR shall provide to such Auditors access to all information necessary to perform the Security Audit. The CONTRACTOR shall at the AUTHORITY's request engage a reputable independent third party to test all systems holding the AUTHORITY Data, files and programmes.
- 10.3. Notwithstanding the foregoing, the AUTHORITY may conduct an immediate Security Audit in case of a security related incident. Upon request of the AUTHORITY, the CONTRACTOR shall participate in conducting Security Audits and provide the assistance as set out in Clause 10.2 above.
- 10.4. To assist with any Security Audit, the CONTRACTOR shall (at all times):
 - 10.4.1. ensure that they keep electronic records of their compliance with the provisions of this Section, so as to provide sufficient evidence to the AUTHORITY of their compliance (if required); and
 - 10.4.2. Make available to the AUTHORITY these records to assist the AUTHORITY with satisfying itself (or Others, as may be required) that the CONTRACTOR is delivering the Services to accord with these requirements.
- 10.5. If, as a result of a Security Audit as described in this Section, the CONTRACTOR is found to be non-compliant then the CONTRACTOR shall, at its own expense, undertake those actions reasonably required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the AUTHORITY in obtaining such Audit.

11. Access to CONTRACTOR's Premises

- 11.1. Upon reasonable written notice provided by the AUTHORITY, the CONTRACTOR shall provide the AUTHORITY and such Auditors and inspectors as the AUTHORITY may designate in writing, access to CONTRACTOR's (and any Sub-Contractor's) Premises as may be necessary for the AUTHORITY (or its agents or Representatives) to perform any Security Audit. Access will only be required at reasonable hours. If a Sub-Contractor is externally audited to a standard considered acceptable to the AUTHORITY and can provide sufficient evidence of this, then AUTHORITY shall not have the right to conduct such on site Security Audits.
- 11.2. The access to CONTRACTOR's Premises shall include but shall not be limited to use of CONTRACTOR's office furnishings, telephone and WiFi services, utilities and office-related equipment and duplicating services or such as Auditors and inspectors may reasonably require to perform the Security Audits described in this Section.
- 11.3. Records and supporting documentation, process descriptions, software and data relating to the CONTRACTOR's performance hereunder shall be provided by the CONTRACTOR.

12. Security Testing

- 12.1. The CONTRACTOR shall conduct Security Tests such as business process reviews, vulnerability scans and penetration or vulnerability tests from time to time (and at least annually across the scope of the ISMS) for internal applications. The CONTRACTOR shall ensure that evidence is presented of penetration or vulnerability tests at least annually for any third party applications used to host data. The penetration or vulnerability tests of third-party applications must be scoped to the specific system/instance/configuration as utilised by the CONTRACTOR for the AUTHORITY work. In the case of both internal and external applications security reviews will additionally be undertaken when major system changes are to be made (as agreed by the AUTHORITY).
- 12.2. The CONTRACTOR shall:
- 12.2.1. scope, design and implement Security Tests so as to minimise the impact on the delivery of the Services. The AUTHORITY shall be entitled to send a representative to witness the conduct of a Security Test;
 - 12.2.2. agree in advance with the AUTHORITY the acceptance criteria, date, timing, content and conduct of such Security Tests which shall not be unreasonably withheld;
 - 12.2.3. provide the AUTHORITY with the results of such Security Tests (in a form Approved by the AUTHORITY) as soon as practicable after completion but not less than twenty (20) days, of each Security Test;
 - 12.2.4. if any repeat Security Test carried out reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract; and
 - 12.2.5. where any Security Test carried out pursuant to this Section reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the CONTRACTOR shall promptly notify the AUTHORITY of any changes to the ISMS and to the SMP (and the implementation thereof) which the CONTRACTOR proposes to make in order to correct such failure or weakness.

13. Breach of Security

- 13.1. The AUTHORITY and the CONTRACTOR shall notify the other upon becoming aware of any Breach of Security or any potential or attempted Breach of Security (including throughout the supply chain) in accordance with the agreed security incident management process as defined by the ISMS.
- 13.2. Upon becoming aware of a potential or attempted Breach of Security, the CONTRACTOR shall immediately take all reasonable steps (which shall include any action or changes reasonably required by the AUTHORITY) necessary to:
- 13.2.1. minimise the extent of actual or potential harm caused by any Breach of Security;
 - 13.2.2. fully cooperate with the AUTHORITY to support notifying Other Third Parties;

- 13.2.3. remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the AUTHORITY Property and / or ISMS / SMP to the extent that this is within the CONTRACTOR's control;
 - 13.2.4. apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the CONTRACTOR, if the mitigation adversely affects the CONTRACTOR's ability to provide the Services;
 - 13.2.5. prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure;
 - 13.2.6. supply any requested data to the AUTHORITY (or the Computer Emergency Response Team for the 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
 - 13.2.7. as soon as reasonably practicable provide to the AUTHORITY full details (using the reporting mechanism defined by the ISMS and SMP) of the Breach of Security or the potential or attempted Breach of Security, including a root cause analysis where required by the AUTHORITY.
- 13.3. 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 or SMP with the Security Policy or the requirements of this Section, then any required change to the ISMS or SMP shall be performed at no cost to the AUTHORITY.
- 13.4. Such steps shall include any action or changes reasonably required by the AUTHORITY. In the event that such action is taken in response to a Breach of Security that is determined by the AUTHORITY acting reasonably not to be covered by the obligations of the CONTRACTOR under this Contract, then:
- 13.4.1. the CONTRACTOR shall be entitled to refer the matter to the Change Control Procedure (at Section C2300); and
 - 13.4.2. as soon as reasonably practicable provide to the AUTHORITY full details (using such reporting mechanism as defined by the ISMS) of the Breach of Security or the potential or attempted Breach of Security.