



Office for National Statistics

- and -

P&MM Ltd

Contract for the Provision of Incentive vouchers

Contract Ref: PU-16/0165 – R397681

Version: Final

Office for National Statistics
Government Buildings
Cardiff Road
Newport
Gwent
NP10 8XG

Official Sensitive Contract

BETWEEN

(1) Office for National Statistics acting as part of the Crown, an executive office of the Statistics Board, whose registered address is Government Buildings, Cardiff Road, Newport Gwent NP10 8XG (the "AUTHORITY");

and

(2) P&MM Ltd

WHEREAS:

The CONTRACTOR shall provide the ad-hoc supply of printed incentive vouchers to be used for social surveys across the AUTHORITY.

The period of the Contract shall be 3 years from 16/05/2016 to 15/05/2019 with the option to extend for a further 2 years on an annual basis on agreement between the AUTHORITY and the CONTRACTOR.

The AUTHORITY and the CONTRACTOR have agreed that the terms set out hereto shall constitute the Contract between the parties for the provision of the supply of printed incentive vouchers.

The Parties hereby acknowledge and agree that this Contract will be carried out under the terms and conditions of this Contract for Services.

In the event of, and only to the extent of, any conflict between the Clauses of the Contract, any document referred to in those Clauses and the Schedules, the conflict shall be resolved in accordance with the following order of precedence (as per paragraph H10.3):

- (a) the Clauses of the Contract;
- (b) the Schedules 1, 3 to 14 inclusive and any annexes to them;
- (c) Schedule 2 (Contractor Solution); and
- (d) any other document referred to in the clauses of the Contract.

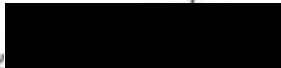
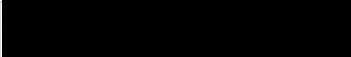
This Contract constitutes the entire understanding between the Parties relating to the subject matter contained herein and, saves as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

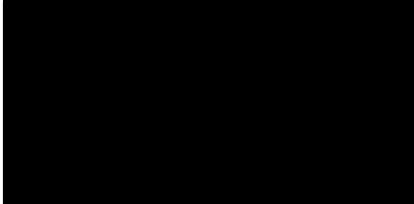
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BY SIGNING AND RETURNING THIS CONTRACT THE CONTRACTOR AGREES to comply with all the terms of this legally binding Contract (Contract Ref: PU-16/0165 - R397681) The Parties hereby acknowledge and agree that they have read this Contract and its Schedules and by signing below agree to be bound by the terms of this Contract. In this Agreement, the Authority is acting as part of the Crown.

Signed duly authorised for and on behalf of: -

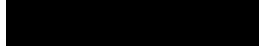
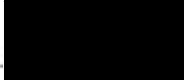
The AUTHORITY

Signed 
Name 
Title Chief Financial Officer
Date 26-05-16



Director of operations
and service delivery
27/05/16

The CONTRACTOR

Signed _____
Name 
Title 
Date 09/08/2016

Official Sensitive Contract

A. General Provisions

- A1. Definitions and Interpretation
- A2. Contract Period
- A3. CONTRACTOR's Status
- A4. AUTHORITY's Obligations
- A5. Mistakes in Information

B. The Services

- B1. The Services
- B2. Standard of Work

C. CONTRACTOR's Staff

- C1. Conflicts of Interest
- C2. Performance of Services on the Premises: Vetting and Security
- C3. Staffing Security
- C4. Staff Resourcing
- C5. Key Personnel
- C6. Staff Transfer

D. Statutory Regulations and Obligations

- D1. Third Party Rights
- D2. Prevention of Fraud
- D3. Prevention of Bribery & Corruption
- D4. Equality, Diversity and Non-Discrimination
- D5. Health and Safety

E. Price and Payment

- E1. Price
- E2. Payment and Tax
- E3. Recovery of Sums Due

F. Protection of Information

- F1. Data Protection Act
- F2. AUTHORITY Data
- F3. Official Secrets Act
- F4. Confidential Information and Right to Publish
- F5. Freedom of Information
- F6. Audit Access/Open Book Accounting
- F7. Intellectual Property Rights

G. Standards and Policies

- G1. Security
- G2. Environment
- G3. Standards
- G4. Maintenance of the ICT Environment

H. Contract Governance

- H1. Transfer and Sub-Contracting
- H2. Waiver
- H3. Variation
- H4. Severability
- H5. Remedies in the Event of Inadequate Performance

Official Sensitive Contract

- H6. Remedies Cumulative
- H7. Representatives
- H8. Notices
- H9. Monitoring and Managing Information
- H10. Entire Agreement
- H11. Governance
- H12. Authority Step-in Rights

I. Liabilities

- I1. Liabilities and Indemnities
- I2. Insurance
- I3. Warranties and Representations
- I4. Tax Compliance

J. Default, Disruption and Termination

- J1. Termination on Insolvency or Change of Control
- J2. Termination on Default
- J3. Break
- J4. Consequences of Expiry or Termination
- J5. Disruption and Business Continuity
- J6. Recovery on Termination
- J7. Force Majeure

K. Disputes and Law

- K1. Dispute Resolution
- K2. Governing Law and Jurisdiction
- K3. Legislative Change

L1. Provision & Removal of Equipment

M1. Optional Services

N. Contract Performance

- N1. Service Levels
- N2. Monitoring of Contract Performance
- N3. Continuous Improvement & Benchmarking

- Schedule 1 – Service Specifications
- Schedule 2 – Contractor Solution
- Schedule 3 – Exit Planning & TUPE
- Schedule 4 – Dispute Resolution Procedure
- Schedule 5 – Contract Management & Governance
- Schedule 6 – Implementation Plan
- Schedule 7 - Pricing & Invoicing Procedure
- Schedule 8 – Commercially Sensitive Information
- Schedule 9 – Service Levels & Service Credits
- Schedule 10 – Key Personnel
- Schedule 11 - Standards
- Schedule 12 – Variation Form
- Schedule 13 – Value for Money
- Schedule 14 – Disaster Recovery & Business Continuity
- Schedule 15 – Form of Contract

Official Sensitive Contract

A. General Provisions

A1 Definitions and Interpretation

A1.1 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 statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or other similar instrument 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 natural persons and partnerships, firms, and other incorporated bodies and all other legal persons of whatever kind and however constituted;
- (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:
 - if that body is replaced by another organisation, be deemed to refer to that replacement organisation; and
 - 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) the headings in this Contract are for ease of reference only and shall not affect its interpretation.
- (k) references to Clauses, Schedules, Annexes and paragraphs shall mean, unless otherwise expressly provided, references to the clauses, schedules, annexes and paragraphs of this Contract.
- (l) the Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the glossary to the contract terms and the Contract Schedules.
- (m) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time.

A1.2 Unless the context otherwise requires, the expressions set out below will have the following meanings:

“Access Northern Ireland” means a joint programme of central government organisations operating

Official Sensitive Contract

under Part 5 of the Police Act 1997 which enables organisations to make more informed recruitment decisions by providing criminal history information.

“Affected Party” means the party seeking to claim relief in respect of a Force Majeure Event.

“Affiliate” means 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, “holding company” and “subsidiary” having the meanings ascribed to them in section 736 Companies Act 1985 or Schedule 5 of the Companies Act 2006.

“Annexes” means the annexes associated with the Schedules.

“Approval” or “Approved” shall mean the prior written consent of the AUTHORITY’s Representative and **“Approve”** shall be construed accordingly.

“Auditor(s)” means the AUTHORITY’s staff assigned to monitor the data collection process.

“AUTHORITY” means the Office for National Statistics (ONS) acting as part of the Crown, and its representatives, acting as an executive office of the Statistics Board.

“AUTHORITY’s Data” means (a) data, text, drawings, diagrams, images or sounds (including any database) embodied in any electronic, magnetic, optical or tangible media and which are supplied to the CONTRACTOR by or on behalf of the AUTHORITY, (b) that the CONTRACTOR is required to generate, process, store or transmit pursuant to this Contract, and (c) any Personal Data for which the AUTHORITY is the Data Controller and which is processed or made available pursuant to the Contract.

“AUTHORITY’s Property” means any property other than land and buildings, made available to the CONTRACTOR by the AUTHORITY in connection with the Contract, including but not limited to materials, documents and Data.

“AUTHORITY’s Representative” means the person(s) from time to time authorised to act on behalf of the AUTHORITY for the purposes of the Contract.

“AUTHORITY’s Software” means 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.

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

“BCDR Plan” means the plan prepared pursuant to Schedule 14 (Business Continuity and Disaster Recovery), as may be amended from time to time;

“Breach of Security” means the occurrence of unauthorised access to or use of the AUTHORITY Premises, sites, Services, 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.

“CCS” means Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP.

“CEDR” means the Centre for Effective Dispute Resolution whose offices are located at International Dispute Resolution Centre, 70 Fleet Street, London, EC4y 1EU. United Kingdom

“Charges” means the charges exclusive of any applicable VAT payable to the CONTRACTOR by the

Official Sensitive Contract

AUTHORITY for the full and proper performance by the CONTRACTOR of its obligations under the Contract and the provision of the Services as set out in the Contract less any deductions for poor performance.

“Clause” means a clause within the Contract.

“Commencement Date” means the date on which the CONTRACTOR commences its obligations under the Contract to carry out the Services as set out in Clause A2.

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

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

“Confidential Information” means:

- (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 (“DPA”); 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 F4 (Confidential Information and Rights to Publish));
- (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” means the CONTRACTOR's independence and objectivity being perceived to prejudice its performance of the Contract and acts against the AUTHORITY's interests.

“Contract” means this legally binding Contract between the AUTHORITY and the CONTRACTOR entered by the Parties and for the provision of the Services, which consists of the documents so referenced in the Contract.

“Contract Manager” means the individual representative appointed by the CONTRACTOR and the AUTHORITY from time to time in relation to this Contract.

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

- (a) the date of expiry set out in clause A2.1a (Initial Contract Period), or
- (b) following an extension pursuant to clause A2.2 (Extension of Initial Contract Period), the date of expiry of the extended period,

Official Sensitive Contract

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

“Contracting Authority” means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006, as amended from time to time.

“CONTRACTOR” means the person, firm or company with whom the AUTHORITY enters into the Contract, and its or their legal personal representatives or permitted successors and assignees.

“CONTRACTOR System” means 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” means:

- (a) IPRs owned by the CONTRACTOR before the Commencement Date; and/or
- (b) IPRs created by the CONTRACTOR independently of this Contract.

“CONTRACTOR's Software” means 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.

“Contractor Representative” means the CONTRACTOR's representative with overall responsibility for the management of the Contract.

“Convictions” means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006.

“Critical Service Failure” means failure to meet over three (3) Milestones Dates across a three (3) Months period or any outage of the Services two (2) Working Days in excess of twenty four (24) hours more than once in any three (3) Month period or more than three (3) times in any rolling twelve (12) Month period.

“Crown/Crown Body” means the government of the United Kingdom (including the Northern Ireland Assembly & 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.

“Crown Property” means any or all assets in the possession or control of the CONTRACTOR which are owned by the AUTHORITY.

“Data” means

- (a) the data, reports, findings, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:
 - (i) are supplied to the CONTRACTOR by or on behalf of the AUTHORITY; and/or
 - (ii) the CONTRACTOR is required to generate, process, store or transmit pursuant to this Contract; or
- (b) any Personal Data for which the AUTHORITY is the Data Controller.

Official Sensitive Contract

“Data Controller” shall have the same meaning as set out in the Data Protection Act 1998, as amended from time to time;

“Data Processor” has the meaning given to it in the Data Protection Act 1998, as amended from time to time;

“Data Protection Legislation” or **“DPA”** means the Data Protection Act 1998 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

“Data Subject” has the meaning given to it in the Data Protection Act 1998, as amended from time to time;

“Default” means any breach of the obligations of either Party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its employees, representatives, agents or Sub-Contractors in connection with, or in relation to, the subject matter of the Contract and in respect of which that Party is liable to the other Party.

“Delay” means the period of time by which the implementation of the Services by reference to the Implementation Plan is delayed arising from a failure to achieve a Milestone.

“Delay Payments” means the amounts payable by the CONTRACTOR to the AUTHORITY in respect of a Delay which arises as a result of the CONTRACTOR'S Default. Delay Payments calculations shall be based on the following application:

1 Week Delay	2 Week Delay	4 Week Delay	5 Week Delay	Every week from this point on
■	■	■	■	■■■■■ ■■■■■

“Direct Loss(es)” means 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;

“Disclosure Scotland” means 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:

- (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.

“Disputes” means 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 procedure or any matter where this

Official Sensitive Contract

Contract directs the parties to resolve an issue by reference to Clause K1 (Dispute Resolution) and Schedule 4 (Dispute Resolution Procedure).

“DOTAS” means 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;

“Emergency Notification Procedure” means the procedure for communication of any disruption/major event that the CONTRACTOR should implement to notify the AUTHORITY of the incident.

“Enhanced Licence Terms” means the rights conferred by the Standard Licence Terms supplemented by the following rights:

- (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” or **“EIA”** means the Environmental Information Regulations 2004, 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.

“Equipment” means the CONTRACTOR's hardware, computer and telecoms devices and associated software, equipment, plant, materials and such other items supplied and used by the CONTRACTOR or its Sub-Contractors (but not hired, leased or loaned from the AUTHORITY) in the performance of its obligations under this Contract.

“ERNIC” means Earnings Related National Insurance Contributions.

“Exit Plan” means the plan as described in Schedule 3 (Exit Planning & TUPE).

“Expiry Date” means the natural expiry date of the Contract.

“Extension Period” means such period or periods up to a maximum of two years in total as may be specified by the AUTHORITY pursuant to Clause A2.2 (Contract Period);

“FOIA” means 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 J7 (Force Majeure).

“Force Majeure Event” means an event as described in Clause J7 (Force Majeure) which affects the performance by either Party of its obligations under this Contract.

“Fraud” means any offence under Laws creating offences in respect of fraudulent acts (including Misrepresentation Act 1967) or at common law (in respect of fraudulent acts including acts of forgery in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and the exercise of the 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 body engaged within the relevant industry or business sector.

Official Sensitive Contract

“General Anti-Abuse Rule” means the legislation in Part 5 of the Finance Act 2013 and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;

“Guarantee” means 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.

“Guarantor” means 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” means the principle explained in the CJEU Case C-255/02 Halifax and others;

“HHC” means hand held computer units, used by field staff e.g. collectors.

“HMG Baseline Personnel Security Standard” means one of the security policy standards contained within the HMG Security Policy Framework, relating to the pre-employment screening of government staff and contractors, describing good practice in recruitment checks to address problems of identity fraud, illegal working and deception generally.

“Holding Company” means a holding company as defined by section 1159 and Schedule 6 of the Companies Act 2006 (as the case may be).

“ICT Environment” means the AUTHORITY System and the CONTRACTOR System.

“Implementation Plan” means the plan set out in Schedule 6 (Implementation Plan).

“Indirect Losses” means 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 F5) has the meaning given to it under section 84 of the FOIA.

“Initial Contract Period” means the period from the Commencement Date until its third anniversary or such earlier date of termination of the Contract in accordance with the Law or the provisions of the Contract.

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

“Key Personnel” means the CONTRACTOR’s Staff identified in the Contract who are considered by the AUTHORITY to be an integral part of the performance of the Services.

“Law” means:

- (a) any law, Act of Parliament, bye-law; or
- (b) subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978; or
- (c) exercise of the royal prerogative; or
- (d) any enforceable community right within the meaning of section 2 of the European Communities Act 1972; or
- (e) regulatory policy, regulation, order, mandatory guidance or code of practice; or
- (f) judgement of a relevant court of law; or

Official Sensitive Contract

- (g) directives or requirements or any Regulatory Body with which the CONTRACTOR is bound to comply.

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

"Management Information" means any information specified which is required to support the analysis to direct pan-government activities to meet the objective of increased collaboration and improved procurement efficiency.

"Material Sub-Contractor" means a strategic Sub-Contractor identified as such in the Contract.

"Milestone" means an event or task described in the Implementation Plan which, if applicable, must be completed by the relevant Milestone Date;

"Milestone Date" means the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be achieved;

"Month" means a calendar month and **"Monthly"** shall be interpreted accordingly;

"National Security Clearance" is 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.

"Notice" means a notice given in accordance with Clause H8 (Notices).

"Occasion of Tax Non Compliance" means:

- (a) any tax return of the CONTRACTOR submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
- (i) a Relevant Tax Authority successfully challenging the CONTRACTOR under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - (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 DOTAS or any equivalent or similar regime in any jurisdiction; and/or

the CONTRACTOR'S tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a penalty for civil Fraud or evasion;

"Parent Company" means any company which is the ultimate Holding Company of the CONTRACTOR and which is either responsible, directly or indirectly for the business activities of the CONTRACTOR or which is engaged in the same or similar business to the CONTRACTOR.

"Party" means the AUTHORITY or the CONTRACTOR, and "Parties" shall mean both of them and any successors or assignees.

"PAYE" means tax liabilities arising out of the Pay As You Earn System.

"Persistent Service Failure" means:

- (a) any failure for two (2) or more consecutive Months in either Services availability or individual incident failure occurring twice in any six (6) Months period; or

Official Sensitive Contract

- (b) any three (3) or more failures by the CONTRACTOR to meet the Service Levels (whether the failures relate to the same or different Service Level(s) in relation to this Contract in any rolling period of twelve (12) Months.

“Personal Data” means personal data as defined by the Data Protection Act 1998.

“Premises” means the locations (including land or buildings), owned, controlled or occupied by the AUTHORITY, where the Services are to be performed.

“Prohibited Act” means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the AUTHORITY a financial or other advantage to:
- (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity; or
- (b) committing any offence:
- (i) under the Bribery Act 2010; or
 - (ii) under legislation or at common law concerning fraudulent acts relating to this Contract or any other contract with the AUTHORITY and/or any other Contracting Body; or
 - (iii) defrauding, attempting to defraud or conspiring to defraud the AUTHORITY or any other Contracting Body.

“Processing” has the meaning given to it in the Data Protection Legislation but, for the purposes of this Contract, it shall include both manual and automatic processing and **“Process”** and **“Processed”** shall be interpreted accordingly.

“Protective Marking System” is the Government Protective Marking System/Scheme or GPMS, an administrative system to ensure that access to information and other assets is correctly managed and safeguarded to an agreed and proportionate level throughout their lifecycle, including creation, storage, transmission and destruction. The system is designed to support HMG business, and meet the requirements of relevant legislation, international standards and international agreements.

“Regulatory Body” means 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” means HMRC, or, if applicable, the tax authority in the jurisdiction in which the CONTRACTOR is required to submit a tax return.

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

“Replacement Services” means any services which are substantially similar to the Services and which the AUTHORITY receives in substitution for any of the Services following non-compliance with, or the termination or partial termination of this Contract, whether those services are provided by the AUTHORITY internally and/or by a third party.

“Representative” means the persons authorised to act on behalf of the Parties.

“Request for Information” (in the context of Clause F5) means a request for information or any apparent requests for such information under the FOIA or the EIR;

Official Sensitive Contract

“Schedules” means the Schedules to this Contract.

“Security Plan” means the CONTRACTOR’s Security Plan which protects the AUTHORITY’s data, systems and other sensitive information.

“Security Policy” means the AUTHORITY’s security policy (a copy of which has been supplied to the CONTRACTOR), based on the HMG Security Policy Framework containing the primary internal protective security policy and guidance on security and risk management for government departments and associated bodies, and notified to the CONTRACTOR as updated from time to time.

“Services” means the services to be provided by the CONTRACTOR to the Authority as detailed in Schedule 1 (Services Specifications).

“Service Control Team” or “SCT” means the AUTHORITY’s Service Control Team, appointed by the AUTHORITY to manage the day-to-day performance of the contract by the CONTRACTOR.

“Service Credits” means any service credits specified in Schedule 9 (Service Levels and Service Credits) being payable by the CONTRACTOR to the AUTHORITY in respect of any failure by the CONTRACTOR to meet one or more Service Levels;

“Service Delivery Manager” means the AUTHORITY’s appointed officer, responsible for coordinating the day to day performance of the Services.

“Service Levels” means any service levels applicable to the provision of the Services under this Contract specified in Schedule 9 (Service Levels and Service Credits);

“Service Manager” means the CONTRACTOR’s appointed officer, responsible for coordinating the day to day performance of the Services.

“Staff” means all persons used by the CONTRACTOR in the performance of the Services, including its directors, officers, employees, agents, data Collectors, consultants and contractors of the CONTRACTOR and/or of any Sub-Contractor engaged in the performance of the CONTRACTOR’S obligations under this Contract.

“Staff Vetting Procedures” means the AUTHORITY’s procedures and departmental policies for the basic screening and vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any other relevant security measures, including but not limited to, the provisions of the Official Secrets Act 1911 to 1989.

“Standards” means any:

- (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the CONTRACTOR would reasonably and ordinarily be expected to comply with;
- (b) standards detailed in the specification in Schedule 1 (Services Specifications);
- (c) standards detailed in Schedule 11 (Standards);
- (d) relevant Government codes of practice and guidance applicable from time to time.

“Standard Licence Terms” means an irrevocable, royalty-free, non-exclusive, perpetual right for:

- (a) the AUTHORITY; and
- (b) the AUTHORITY to permit third party contractors to the AUTHORITY (including a Replacement Contractor),

Official Sensitive Contract

to use for the purposes of receiving and benefiting from the Services or services equivalent to part or all of the Services.

“Sub-Contract” means any contract or agreement between the CONTRACTOR and any third party 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 Contract between the CONTRACTOR and any third party for the provision of Third Party Software (defined as all software in which the Intellectual Property Rights are owned by a third party).

“Sub-Contractors” means a third party other than the CONTRACTOR which enters into a Subcontract.

“Tax” means Value Added Tax (VAT), customs duties and any other taxes or duties.

“The Statistics Board” means 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 Software” means software which is proprietary to any third party and supplied as part of or used in providing the Services.

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), as amended from time to time.

“Use” means;

- (a) with respect to the Standard Licence Terms, the right to load, execute, store, transmit, display and copy (for the purposes of loading, execution, storage, transmission or display) that software;
- (b) with respect to the Enhanced Licence Terms for software, the right to load, execute, store, transmit, display, copy (for the purposes of loading, execution, storage, transmission or display), modify, adapt, enhance, reverse compile, decode, translate, or otherwise utilise that software.

“Variation” means any variation to the Services as set out in Clause H3 (Variation), 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 Charges and **“Vary”** shall be construed accordingly.

“Variation Form” means the form set out in Schedule 12 (Variation Form).

“Variation Procedure” means the procedure set out in Clause H3 (Variation).

“VAT” value added tax as provided for in the Value Added Tax Act 1994.

“Working Day” means any day other than a Saturday, Sunday or public holiday in England and Wales.

A2 Contract Period

A2.1 The Contract shall take effect on the Commencement Date and shall expire either:

- (a) automatically at the end of the Initial Contract Period; or
- (b) where the Authority elects to extend the Initial Contract Period in accordance with Clause A2.2 below, at the end of the Extension Period,

Official Sensitive Contract

unless it is terminated earlier in accordance with the terms of this Contract or otherwise by operation of Law.

A2.2 The AUTHORITY may extend the duration of this Contract for any period or periods up to a maximum of twenty four Months (24) Months in total from the expiry of the Initial Contract Period by giving the CONTRACTOR no less than three (3) Months' written notice.

A3 CONTRACTOR's Status

A3.1 In carrying out the Services, the CONTRACTOR, unless otherwise agreed 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 its 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.

A3.2 Nothing in the 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;
- (b) impose any liability on the AUTHORITY in respect of any liability incurred by the CONTRACTOR to any other person.

A3.3 The CONTRACTOR shall indemnify and keep the AUTHORITY fully indemnified, its employees, representatives and agents, and the Crown, against all claims, demands, proceedings, suits, actions, losses, damages, charges, costs and expenses (including but not limited to legal costs and disbursements on a solicitor and client basis) 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.

A4 Authority's Obligations

A4.1 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 the Contract shall operate as an obligation upon, or in any other way fetter or constrain the AUTHORITY in any other capacity, nor shall the exercise by the AUTHORITY of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the AUTHORITY to the CONTRACTOR.

A5 Mistakes in Information

A5.1 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, except where such mistakes are the fault of the AUTHORITY.

B. The Services

B1 The Services

B1.1 The CONTRACTOR shall perform the Services throughout the entire Contract Period in accordance with the Contract to the 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.

Official Sensitive Contract

- B1.2 The CONTRACTOR shall perform the Services in accordance with the dates and times specified in the Contract. Timely performance of the Services shall be of the essence of the Contract. The AUTHORITY may, by written Notice, require the CONTRACTOR to perform the Services in such order as the AUTHORITY may decide. In the absence of such Notice, the CONTRACTOR shall submit such detailed programmes of work and progress reports as the AUTHORITY may from time to time require.
- B1.3 If the AUTHORITY informs the CONTRACTOR that the AUTHORITY considers any part of the Services to be inadequate, or in any way differing from the Contract (other than as a result of the AUTHORITY's default or negligence), without prejudice to the AUTHORITY's other rights and remedies, the CONTRACTOR shall, at its own expense, re-schedule and perform the work correctly within such reasonable time as may be specified by the AUTHORITY.
- B1.4 Without prejudice to any other rights and remedies the AUTHORITY may have under the Contract, the CONTRACTOR shall reimburse the AUTHORITY for all reasonable costs incurred by the AUTHORITY, which have arisen as a consequence of the CONTRACTOR's delay in the performance of the Services, which the CONTRACTOR had failed to remedy after being given reasonable notice by the AUTHORITY.
- B1.5 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 reasonably practicable on request.
- B1.6 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 the Contract if it has misinterpreted any matter or fact relating to the Services.
- B1.7 The CONTRACTOR shall have in place, and shall invoke in the event of an emergency, appropriate and timely business continuity procedures to ensure the Services are provided throughout the duration of the Contract. 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.
- B1.8 The CONTRACTOR shall take account of the role of any other contractors who may be appointed by the AUTHORITY, and shall:
- (a) co-ordinate and integrate the Services with the services provided by other contractors 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 fully informed of all matters related to the Services;
 - (c) attend all meetings in connection with the Services which may be called by any contractor appointed by the AUTHORITY.

B2 Standard of Work

- B2.1 The CONTRACTOR warrants and represents that all its Staff assigned to the performance of the Services will possess and exercise such qualifications, skill and experience as are necessary for their contractual obligations.
- B2.2 To the extent that the standard of work has not been specified in the Contract, the CONTRACTOR shall use the best applicable techniques and standards and execute the Contract with all reasonable care, skill and diligence, and in accordance with Good Industry Practice.

Official Sensitive Contract

- B2.3 The introduction of new methods or systems which affect the performance of the Services shall be subject to prior Approval.
- B2.4 The AUTHORITY may examine schedules, calculations, surveys, reports, specifications, drawings or other documents and/or information which are in the possession of the CONTRACTOR and which concern the Contract 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 the 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.
- B2.5 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.
- B2.6 The CONTRACTOR shall ensure that all Staff supplying the Services shall obey all lawful instructions and reasonable directions of the AUTHORITY and provide the Services to the reasonable satisfaction of the AUTHORITY.
- B2.7 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.
- B2.8 The CONTRACTOR shall perform its obligations under this Contract in accordance with:
- (a) all applicable Law;
 - (b) Good Industry Practice;
 - (c) the Security Policy; and
 - (d) the AUTHORITY's ICT Policy.
- B2.9 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) ensure that neither it, nor any of its affiliates, embarrasses the AUTHORITY or otherwise 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.

C. Contractor's Staff

C1 Conflicts of Interest

- C1.1 The CONTRACTOR shall take appropriate steps to ensure that neither it nor any of its Staff are 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

Official Sensitive Contract

of the CONTRACTOR or its Staff and the duties owed to the AUTHORITY under the Contract. The CONTRACTOR shall disclose to the AUTHORITY full particulars of any such Conflict of Interest which may arise.

- C1.2 The AUTHORITY reserves the right to terminate the Contract by Notice in writing and/or to take such steps it deems necessary to avoid or, as the case may be, remove such Conflict of Interest.
- C1.3 Notwithstanding Clause C1.2, where the AUTHORITY is of the opinion that the Conflict of Interest which existed at the time of the award of the Contract could have been discovered with the application by the CONTRACTOR of due diligence, the AUTHORITY may terminate the Contract immediately and recover from the CONTRACTOR the amount of any loss resulting from such termination.
- C1.4 The provisions of this Clause C1 shall apply during the Contract and for a period of two (2) years after its termination.

C2 Performance of the Services on the Premises: Vetting and Security

- C2.1 The AUTHORITY reserves the right to refuse access to the Premises 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 C2.1, "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 to the performance of the Services in accordance with this Contract, or to the security and integrity of the AUTHORITY.

- C2.2 The CONTRACTOR shall ensure that, in respect of its Staff who performs the Services on the Premises, it shall:
- (a) ensure that its Staff complies with all measures, rules, regulations and requirements relating to the conduct of its Staff (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) ensure that, on arrival on the Premises for the first day of work, its Staff presents 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);
 - (c) inform the AUTHORITY of any of its Staff with a disability, injury or condition (or, where applicable, a history of such disability, injury or condition), which may require particular consideration.
- C2.3 The AUTHORITY may, by written notice to the CONTRACTOR, refuse to admit onto, or withdraw permission to remain on, the AUTHORITY's Premises:
- (a) any member of the Staff; or
 - (b) any person employed or engaged by a member of the Staff,
- whose admission or continued presence would, in the reasonable opinion of the AUTHORITY, be undesirable.
- C2.4 At the AUTHORITY's written request, the CONTRACTOR shall provide a list of the names and addresses of all persons who may require admission to the AUTHORITY's Premises in connection with this Contract, specifying the capacities in which they are concerned with this Contract and giving such other particulars as the AUTHORITY may reasonably request.

Official Sensitive Contract

C3 Staffing Security

- C3.1 The CONTRACTOR shall comply with the Staff Vetting Procedures in respect of all CONTRACTOR Staff employed or engaged in the provision of the Services. The CONTRACTOR confirms that all Staff employed or engaged by the CONTRACTOR at the Commencement Date were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- C3.2 The CONTRACTOR hereby warrants and represents that the checks specified in HMG Baseline Personnel Security Standard (the “**Baseline Standard**”) have been carried out in respect of any of their Staff assigned to access Premises, property, information or Data belonging to the AUTHORITY, and the results of those checks were satisfactory.
- C3.3 The CONTRACTOR shall ensure that, in respect of any individual so assigned under Clause C3.2 above, it has:
- (a) verified the identity of the individual(s), in line with Part 2, sections 13-17 of the Baseline Standard;
 - (b) verified the employment and academic history of the Staff for the past three (3) continuous years, in line with Part 2, sections 18-30 of the Baseline Standard;
 - (c) carried out the relevant checks on nationality and immigration status and has verified the right of the Staff to work in the UK, in line with Part 2, sections 31-41 of the Baseline Standard;
 - (d) instructed the Staff to declare any “unspent” Convictions using the Criminal Record Declaration form shown as Annex G(I) of the Baseline Standard (or equivalent form supplied by the AUTHORITY), in line with Part 2, sections 47-55 of the Baseline Standard;
 - (e) completed and supplied to the AUTHORITY a Baseline Personnel Security Standard Verification Record shown as Annex B of the Baseline Standard (or equivalent form supplied by the AUTHORITY);
 - (f) unless overridden by pre-existing National Security Clearance, completed and supplied to the AUTHORITY a Basic Disclosure Certificate (via Disclosure Scotland or Access Northern Ireland). This Basic Disclosure Certificate shall remain valid for the duration of the Contract Period;
 - (g) provided the AUTHORITY with a Basic Disclosure Certificate (via Disclosure Scotland or Access Northern Ireland) for those Staff who have an Irish Nationality and reside, or have resided, in Northern Ireland for the last twelve(12) Months for each and every Staff so assigned, in line with sections 56-62 of the Baseline Standard;
 - (h) obtained official and verifiable overseas police certificates or ‘certificates of good conduct’ within fifty-six (56) Working Days for foreign nationals Staff from their country of residence in line with Part 3, sections 4-12 of the Baseline Standard.
- C3.4 The AUTHORITY must be in receipt of completed security documentation relating to Clause C3.3 (a-g) before the Staff are allowed access to the AUTHORITY’s Premises. The AUTHORITY may refuse access to the AUTHORITY’s Premises in the event of the failure of the Staff to supply appropriate and timely security documentation.
- C3.5 The AUTHORITY reserves the right to request a new Basic Disclosure Certificate during the term of the Contract, if any adverse information is brought to the attention of the AUTHORITY.
- C3.6 The CONTRACTOR shall document full and accurate records of Baseline Standard checks, such the AUTHORITY (or its authorised agents) may verify that the CONTRACTOR has carried out such checks in accordance with the Baseline Standard.

Official Sensitive Contract

- C3.7 Subject to legal requirements in respect of confidentiality, the CONTRACTOR shall grant to the AUTHORITY (or its authorised agents) the right of reasonable access to all its records of Baseline Standard checks, and shall provide all reasonable assistance at all times for the purposes of carrying out an audit of the CONTRACTOR's compliance with the Baseline Standard.
- C3.8 If during the Contract Period, the Staff obtains a criminal Conviction, it is the responsibility of the Staff to report the Conviction immediately to the AUTHORITY. The AUTHORITY reserves the right to terminate the Contract if the CONTRACTOR brings the AUTHORITY into disrepute.
- C3.9 The AUTHORITY's requirements above shall be strictly subject to the Rehabilitation of Offenders Act (1974) and the Exceptions Order 1975.
- C3.10 The CONTRACTOR shall procure that all CONTRACTOR Staff performing any of the Services during the Contract Period who will or may in the course of their employment or engagement have access to Service users, children or other vulnerable persons:
- (a) are questioned concerning their relevant Convictions; and
 - (b) obtain standard and enhanced disclosures from the Disclosure and Barring Service 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 Disclosure and Barring Service including, without limitation, the CONTRACTOR being registered with the Disclosure and Barring Service (the "DBS").
- C3.11 The CONTRACTOR shall forward to the AUTHORITY upon request the results of the checks referred to in Clause C3.10 and the CONTRACTOR shall procure that no person who is barred by the DBS, or discloses any relevant Convictions upon being questioned about their relevant Convictions in accordance with Clause C3.10.a), or who is found to have any relevant Convictions following receipt of standard and enhanced disclosures from the DBS in accordance with Clause C3.10.b), or who fails to obtain standard and enhanced disclosures from the DBS upon request by the CONTRACTOR in accordance with Clause C3.10.b) is employed without the AUTHORITY's Approval.
- C3.12 The CONTRACTOR shall procure that the AUTHORITY is kept advised at all times of any Staff engaged in the provision of the Services 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.
- C3.13 The CONTRACTOR shall monitor the level and validity of the checks under this Clause C3 for each member of the Staff.
- C3.14 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 C3 have been met.
- C3.15 The AUTHORITY shall be responsible for maintaining the security of the Premises in accordance with its standard security procedures and the Security Policy. The CONTRACTOR shall comply, and shall ensure that its Staff shall comply, with these procedures.
- C3.16 Upon request, the AUTHORITY shall provide the CONTRACTOR with copies of the AUTHORITY's standard security procedures.

C4 Staff Resourcing

- C4.1 The CONTRACTOR shall:

Official Sensitive Contract

- (a) warrant and represent 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 its Staff required to fulfil its obligations under the Contract;
- (c) use its reasonable endeavours (and shall procure that each subcontractor 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) procure that all work performed by its Staff satisfies the Standards of such work that may be set by the Contract during the Contract Period;
- (f) be liable at all times for all acts or omissions of Staff;
- (g) maintain valid and effective contracts of employment for its Staff and comply with all Law relating to employment;
- (h) comply, where reasonable, with the directions of the AUTHORITY in relation to the functions to be carried out by the Staff and shall ensure such compliance from its Staff.

C5 Key Personnel

- C5.1 The Parties have agreed to the appointment of the Key Personnel. The CONTRACTOR acknowledges and agrees that the persons designated as the Key Personnel from time to time 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 the Contract to perform the Services including any exit activities undertaken during the contractual term.
- C5.2 The Key Personnel shall not be removed, replaced or released from supplying the Services without the Approval of the AUTHORITY which shall not be unreasonably withheld or delayed. Such Approval 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.
- C5.3 The CONTRACTOR shall advise the AUTHORITY in the event that any of its Key Personnel becomes unavailable for any reason, and will provide replacement persons of at least equal calibre, qualification and of equivalent experience and skills to the Key Personnel being replaced and fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced at the same or less charge, within a timescale that will not detrimentally affect the Services, and who are acceptable to the AUTHORITY.
- C5.4 If the CONTRACTOR is unable to provide replacement Key Staff according to Clause C5.4, the AUTHORITY may either obtain replacement persons from other sources or terminate the Contract at its discretion. In these events, the AUTHORITY shall only be liable for satisfactory work completed by the CONTRACTOR.
- C5.5 Where instructed by the AUTHORITY, the CONTRACTOR shall provide a list of names and addresses of any or all of its 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.
- C5.6 The AUTHORITY may also require the CONTRACTOR to remove any Key Personnel that the AUTHORITY considers in any respect unsatisfactory. The CONTRACTOR shall pay the cost of any notice, instruction or decision of the AUTHORITY under this Clause C5.
- C5.7 The CONTRACTOR shall:

Official Sensitive Contract

- (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 key role is not vacant for any longer than ten (10) Working Days;
- (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;
- (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;

C6 Staff Transfer

- C6.1 The CONTRACTOR shall provide the AUTHORITY, or any other person authorised by the AUTHORITY who is to be invited to submit a tender in relation to the provision of similar services, with such information (including any changes to and interpretations thereof) in connection with TUPE as the AUTHORITY may require. The CONTRACTOR shall provide the information within ten (10) calendar days of the AUTHORITY'S request.
- C6.2 During the 8 Month period preceding the expiry date of the Contract or any notice period, the CONTRACTOR shall not without the Approval of the AUTHORITY (which shall not be unreasonably withheld or delayed) move or deploy any Key Personnel away from the performance of the Services under this Contract and shall not without the Approval of the AUTHORITY (which shall not be unreasonable withheld or delayed):
- (a) materially amend the terms and conditions of employment of any Staff whose work, wholly or mainly falls within the scope of this Contract; or
 - (b) materially increase the number of Staff (or any part of it) is work undertaken for the purposes of this Contract.
- C6.3 The CONTRACTOR shall not knowingly do, or omit to do, anything which may adversely affect the orderly transfer of responsibility for provision of the Services.
- C6.4 The CONTRACTOR shall both during and after the Contract Period indemnify the AUTHORITY (and/or Replacement Contractor) against all Employment Liabilities (as defined in Schedule 3 (Exit Planning & TUPE) that may arise as a result of any claims brought against the AUTHORITY by any person where such claim arises from any act or omission of the CONTRACTOR or Staff.

D Statutory Regulations and Obligations

D1 Third Party Rights

- D1.1 A person who is not a Party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written Contract 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.
- D1.2 The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to Schedule 3 (Exit Planning & TUPE) to the extent necessary that any CONTRACTOR and Replacement Contractor shall have the right to enforce the obligations owed to, and indemnities given to the CONTRACTOR and the Replacement Contractor by the CONTRACTOR under that Schedule 3

Official Sensitive Contract

(Exit Planning & TUPE) in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

D1.3 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.

D2 Prevention of Fraud

D2.1 The CONTRACTOR shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by its Staff and the CONTRACTOR's shareholders and directors.

D2.2 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 its Staff to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.

D2.3 If the CONTRACTOR or its 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 D2 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.

D3 Prevention of Bribery and Corruption

D3.1 The CONTRACTOR shall not:

- (a) offer or give, or agree to give, to any employee, agent, servant or representative of the 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 its 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.

D3.2 The CONTRACTOR warrants, represents and undertakes that it has not:

- (a) paid commission or agreed to pay commission to the AUTHORITY or any other public body or any person employed by or on behalf of the 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; and
- (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 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.

D3.3 The CONTRACTOR shall:

Official Sensitive Contract

- (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 D3;
- (c) respond promptly to any of the AUTHORITY's enquiries regarding any breach, potential breach or suspected breach of this Clause D3 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 D3 by the CONTRACTOR and its 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 its Staff from committing a Prohibited Act.

D3.4 If the CONTRACTOR or its Staff, in all cases whether or not acting with the CONTRACTOR's knowledge breaches:

- (a) this Clause D3; or
- (b) the Bribery Act 2010 in relation to this Contract or any other contract with the 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.

D3.5 Without prejudice to its other rights and remedies under this Clause D3, 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.

D4 Equality, Diversity and Non-Discrimination

D4.1 In fulfilling the Contract the CONTRACTOR shall, ensure that its Staff, will:

- (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 its Staff similarly do not unlawfully discriminate;
- (b) without prejudice to the generality of Clause D4.1, 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) provide all reasonable adjustments;

Official Sensitive Contract

- (d) where in connection with the Contract, the CONTRACTOR, or its 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;
 - (e) in the event that the CONTRACTOR enters into any subcontract or linked agreement in connection with the 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 the Contract;
 - (f) 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.
- D4.2 Should the CONTRACTOR or any of its Staff, breach any part of Clause D4.1 the AUTHORITY shall be entitled to terminate the Contract with immediate effect by notice in writing to the CONTRACTOR.
- D4.3 The CONTRACTOR, or any of its 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.
- D4.4 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

D5 Health and Safety

- D5.1 The CONTRACTOR shall comply, and shall ensure that its 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 the Contract.
- D5.2 The CONTRACTOR and the Staff shall (and shall procure that the Sub-Contractors shall) co-operate fully with the reasonable requests of the AUTHORITY (or its representatives) and provide access to:
- (a) all areas considered relevant in the reasonable opinion of the AUTHORITY;
 - (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.
- D5.3 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 the Contract. and take measures that address those hazards prior to the commencement of any works.
- D5.4 The AUTHORITY's health and safety policy is available as a separate document. The CONTRACTOR shall:

Official Sensitive Contract

- (a) issue the AUTHORITY's health and safety policy to their Staff and Sub-Contractors;
- (b) instruct their Staff and Sub-Contractors to comply and, monitor their compliance with the AUTHORITY's health and safety policy; and
- (c) ensure that their agency contractors familiarise themselves with the AUTHORITY's health and safety policy.

E Price and Payment

E1 Price

- E1.1 In consideration of the CONTRACTOR's 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 7 (Pricing & Invoicing Procedure).
- E1.2 Unless otherwise specified in the Contract, the Charges shall remain firm for the duration of the Contract and for any period of extension of the Contract.
- E1.3 The CONTRACTOR acknowledges that the Charges covers all of the CONTRACTOR's obligations under the Contract and save for any express written Contract otherwise, no additional charges or fees may be made in relation to the performance of the Services.
- E1.4 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 CONTRACTOR's 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 for additional Services, 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;
 - (g) agreed in advance with the AUTHORITY.
- E1.5 The Charges are exclusive of VAT. VAT, where applicable and at the appropriate rate, shall be shown separately on all invoices.

E2 Payment and Tax

- E2.1 Unless otherwise specified in the Contract, the CONTRACTOR shall submit an invoice on completion of the Services, and payment properly due and payable shall be made within thirty (30) days of receipt of a valid invoice, subject to the Services having been completed to the satisfaction of the AUTHORITY. The standards for satisfactory delivery shall include, but are not limited to, overall quality, presentation, timeliness and applicability to the AUTHORITY.
- E2.2 Each invoice shall contain all appropriate references (including any purchase order number

Official Sensitive Contract

- supplied by the AUTHORITY) and a detailed breakdown of the Services, and shall be supported by any other documentation required by the AUTHORITY to substantiate the invoice.
- E2.3 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.
- E2.4 Interest shall be payable on the late payment of any undisputed Charges properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended from time to time.
- E2.5 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 of a validly issued invoice within thirty (30) days from the date of receipt.
- E2.6 Tax, where applicable, shall be shown as a strictly net extra charge.
- E2.7 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, penalties, interest or costs for PAYE, ERNIC or other taxes and deductions which may become payable levied, demanded or incurred as a result of payments made to the CONTRACTOR by the AUTHORITY under the Contract; and
 - (b) all liabilities for the CONTRACTOR's failure to account for or to pay for any VAT relating to payments made under the Contract.
- E2.8 All sums payable by the AUTHORITY to the CONTRACTOR under the 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.
- E2.9 The AUTHORITY shall not be liable for any charges levied by the CONTRACTOR or its Staff for any work carried out, or purchases made, by the CONTRACTOR, or its Staff, except where the work, or purchases, has been formally ordered in writing in advance by the AUTHORITY Representative.
- E2.10 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.
- E2.11 The CONTRACTOR shall not suspend the supply of the Services unless the CONTRACTOR is entitled to terminate the Contract under Clause J2 (Termination on Default) for AUTHORITY'S failure to pay undisputed sums of money.

E3 Recovery of Sums Due

- E3.1 Wherever any sum of money is recoverable from or payable by the CONTRACTOR under the 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 the 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.
- E3.2 Any overpayment by the AUTHORITY to the CONTRACTOR shall be a sum of money recoverable by the AUTHORITY from the CONTRACTOR.

Official Sensitive Contract

E3.3 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.

F Protection of Information

F1 Data Protection Act

F1.1 Both Parties will duly observe all their obligations under the DPA which arise in connection with the Contract. For the purposes of this Clause F1, the terms “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Process” and “Processing” shall have the meaning prescribed under the DPA. Where any Personal Data are Processed with respect to the Parties' rights and obligations under this Contract, the Parties agree that the AUTHORITY is the Data Controller and that the CONTRACTOR is the Data Processor.

F1.2 In particular, but without prejudice to the generality of the DPA, where the CONTRACTOR is Processing Personal Data for the Authority the Contractor shall:

- (a) Process the Personal Data only in accordance with instruction from the AUTHORITY;
- (b) Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- (c) implement appropriate technical and organisational measures to ensure the security of the Personal Data, and to guard against unauthorised or unlawful Processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data, as required under the DPA;
- (d) take reasonable steps to ensure the reliability of any Staff who has access to the Personal Data;
- (e) obtain the Approval from the AUTHORITY in order to transfer the Personal Data to any Sub-Contractors or Affiliates for the provision of the Services;
- (f) ensure that all Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause;
- (g) notify the AUTHORITY, as soon as is reasonably possible, of any breach of these security measures;
- (h) provide the AUTHORITY with audit access and any such information as the AUTHORITY may reasonably require from time to time satisfying itself that the CONTRACTOR is complying with its obligations under the DPA;
- (i) ensure that it does nothing knowingly or negligently which places the AUTHORITY in breach of the AUTHORITY's obligations under the DPA;
- (j) not Process Personal Data outside the European Economic Area without the Approval of the AUTHORITY;
- (k) assist the AUTHORITY promptly with all subject information requests which may be received from the data subjects of the Personal Data;
- (l) not disclose Personal Data to any third parties in any circumstances other than with the Approval of the AUTHORITY or in compliance with a legal obligation imposed upon the AUTHORITY; and

F1.3 Notify the AUTHORITY (within five (5) Working Days) if it receives:

- (a) a request from a Data Subject to have access to that person's Personal Data; or

Official Sensitive Contract

(b) a complaint or request relating to the AUTHORITY's obligations under the DPA;

F1.4 The provision of this Clause F1 shall apply during the Contract Period and indefinitely after its expiry or termination.

F1.5 The CONTRACTOR shall, at all times during and after the Contract Period, fully indemnify the AUTHORITY and keep the AUTHORITY fully indemnified against all losses and costs of dealing with any claims made in respect of any Information subject to the DPA arising from any breach of the CONTRACTOR'S obligations under this Clause except and to the extent that such liabilities have resulted directly from the AUTHORITY'S instructions.

F2 Authority Data

F2.1 The CONTRACTOR shall not delete or remove any proprietary notices contained within or relating to the AUTHORITY's Data.

F2.2 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 Approved by the AUTHORITY.

F2.3 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 the Contract.

F2.4 The CONTRACTOR shall take responsibility for preserving the integrity of AUTHORITY Data and preventing the corruption or loss of AUTHORITY Data.

F2.5 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 any business continuity 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.

F2.6 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 the Security Policy.

F2.7 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 any reasonable expenses incurred in doing so.

F2.8 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.

F3 Official Secrets Act

F3.1 The CONTRACTOR shall comply with, and shall ensure that its Staff comply with the provisions of:

(a) the Official Secrets Acts 1911 to 1989; and

(b) Section 182 of the Finance Act 1989.

Official Sensitive Contract

F3.2 In the event that the CONTRACTOR or its Staff fail to comply with this Clause, the AUTHORITY reserves the right to terminate the Contract by giving notice in writing to the CONTRACTOR.

F4 Confidential Information and Right to Publish

F4.1 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.

F4.2 In the event that the CONTRACTOR fails to comply with Clause F4, the AUTHORITY reserves the right to terminate the Contract with immediate effect by notice in writing.

F4.3 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 to such extent as may be necessary for the performance of this Contract;
- (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.

F4.4 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;
- (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 the Contract or as notified by the AUTHORITY from time to time.

F4.5 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 the Contract;
- (b) ensure the Confidential Information is given only to such of its Staff 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 written approval) or used by its staff other than for the purposes of the Contract;
- (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.

F4.6 The CONTRACTOR shall not use, and shall ensure that its 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 such Staff or by any third party.

F4.7 Where it is considered necessary in the opinion of the AUTHORITY, the CONTRACTOR shall

Official Sensitive Contract

sign, and ensure that its Staff shall sign, a confidentiality undertaking or data access contract before commencing work in connection with this Contract.

F4.8 The provisions of this Clause F4 shall not apply to any information which:

- (a) is or becomes public knowledge at the time of disclosure (other than by Default of this Clause F4);
- (b) is in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- (c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (d) is independently developed without access to the Confidential Information;
- (e) 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 2004 pursuant to Clause F5 (Freedom of Information).

F4.9 Nothing in this Clause shall prevent the AUTHORITY from disclosing any Confidential Information (including the Management Information obtained under H9):

- (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) on a confidential basis to any Crown Body or any Central Government Body for any proper purpose of the AUTHORITY or of the relevant Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies;
- (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 to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause F4.9(b) for any purpose relating to or connected with this Contract;
- (f) on a confidential basis for the purpose of the exercise of its rights under this Contract; or
- (g) on a confidential basis to a proposed successor body as defined in Clause H1.13 (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 for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the AUTHORITY under this Clause F4.

F4.10 Nothing in this Clause F4 shall prevent either Party from using any techniques, ideas and know-how gained during the performance of the 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.

Security Systems

F4.11 The CONTRACTOR shall ensure that no unauthorised person gains access to any Confidential Information, or any data obtained in the performance of the Contract, and the CONTRACTOR

Official Sensitive Contract

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.

F4.12 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 the 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.

F4.13 The CONTRACTOR shall, as an enduring obligation throughout the Contract Period, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.

F4.14 Notwithstanding Clause F4.13, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of AUTHORITY Personal Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

F4.15 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause F4.14 shall be borne by the Parties as follows:

- (a) by the CONTRACTOR where the Malicious Software originates from the CONTRACTOR Software, the Third Party Software or the AUTHORITY Personal Data (whilst the Authority Personal Data was under the control of the CONTRACTOR); and
- (b) by the AUTHORITY if the Malicious Software originates from the Authority Software or the Authority Personal (whilst the AUTHORITY Personal Data was under the control of the AUTHORITY).

Right to Publish

F4.16 Without prejudice to the AUTHORITY's obligations under the FOIA, neither the CONTRACTOR nor its Staff shall make any press announcements, communicate with representatives of the general or technical press, radio or television or other communications media, or publicise the Contract in any way except with the Approval of the AUTHORITY, which shall not be unreasonably withheld or delayed. The AUTHORITY shall be entitled to publicise this Contract and any findings of any reports produced following performance of this Contract and delivery of the Services in accordance with any legal obligation upon the AUTHORITY.

F4.17 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The AUTHORITY shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

F4.18 The Contractor shall take all reasonable steps to ensure that the Staff comply with Clause F4.16.

F4.19 The CONTRACTOR shall not do anything or cause anything to be done, which may damage the reputation of the AUTHORITY or bring the AUTHORITY into disrepute.

F5 Freedom of Information

F5.1 The CONTRACTOR acknowledges that the AUTHORITY is subject to the requirements of the

Official Sensitive Contract

FOIA and EIR 2004. 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.

F5.2 The CONTRACTOR shall and shall procure that its 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;
- (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.

F5.3 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;
- (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.

F5.4 Where the AUTHORITY receives a Request for Information that relates to Commercially Sensitive Information (the "Request for Information") the Parties shall comply with the procedure set out below:

- (a) Subject to Clause F5.4 (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 F5.4 (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 F5.4 (b) before reaching a decision on whether it must and shall disclose the requested Information.
- (d) Notwithstanding Clause F5.4 (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.

Official Sensitive Contract

- (f) For the avoidance of doubt, nothing in Clause F5.4 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 F4 (Confidential Information and Rights to Publish).
 - (g) The Parties acknowledge that the National Audit Office has the right to publish details of the Contract (including Commercially Sensitive Information) in its relevant reports to Parliament.
- F5.5 The CONTRACTOR shall ensure that all information produced in the course of the Contract or relating to the 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 after the Contract expires or is terminated.
- F5.6 The CONTRACTOR acknowledges that any lists that it provides outlining Confidential Information as Commercially Sensitive Information are of indicative value only, and that the AUTHORITY may nevertheless be obliged to disclose Commercially Sensitive Information in accordance with Clause F5.4.
- F6 Audit Access/Open Book Accounting**
- F6.1 The AUTHORITY reserves the absolute right to audit any and all Services provided under this Contract. All audits shall be notified by the AUTHORITY to the CONTRACTOR in advance, and a timescale agreed between the Parties.
- F6.2 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 the Contract, including, but not limited to, Premises, systems and procedures, quality assurance;
 - (d) reviewing any books of accounts kept by the CONTRACTOR in connection with the provision of the Services.
- F6.3 For the Contract Period and for the period of six (6) years after the Contract completion or termination, the CONTRACTOR will (a) keep and maintain full and accurate records relating to the Services (including but not limited to 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.
- F6.4 For the avoidance of doubt, the AUTHORITY's Representatives for the purposes of this Clause F6 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.
- F6.5 Neither the CONTRACTOR nor its 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 F6. 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.

Official Sensitive Contract

F6.6 The CONTRACTOR shall afford such facilities as the AUTHORITY may reasonably require for the AUTHORITY's Representatives to visit the CONTRACTOR'S premises and examine the records held in relation to this Contract. The right to these records shall not apply to the extent that an examination would jeopardise the confidentiality of information relating to the CONTRACTOR's other clients.

F7 Intellectual Property Rights

F7.1 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 its Staff by the AUTHORITY; or
- (b) created by the AUTHORITY or its Staff in relation to the provision of the Services under the Contract, or the performance by the CONTRACTOR of its other obligations under this Contract,

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

F7.2 Intellectual Property Rights previously owned by either Party shall continue to be so owned, and Intellectual Property Rights developed by either Party independently of the Contract shall be owned by the Party who so developed them.

F7.3 For the avoidance of doubt, the AUTHORITY shall not acquire any right, title or interest in or to the Intellectual Property Rights of the CONTRACTOR, the Sub-Contractors or any of the CONTRACTOR's or Sub-Contractor's licensors.

F7.4 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.

F7.5 Except to the extent that the Services incorporate designs provided by the AUTHORITY, 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 F7, the CONTRACTOR shall indemnify and keep indemnified and hold the AUTHORITY and the Crown harmless from and against all claims, demands, proceedings, suits, actions, losses, damages, charges, costs and expenses (including but not limited to legal costs and disbursements on a solicitor and client basis) and other liabilities 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 Intellectual Property Rights in connection with the AUTHORITY's receipt, possession or use of the Services. This indemnity shall survive the expiry or termination of the Contract and shall exist for the life of the relevant Intellectual Property Rights.

F7.6 The CONTRACTOR shall obtain Approval before using any material, in relation to the performance of the Contract, which is or may be subject to any third party Intellectual Property Rights. Where Approval is given, the CONTRACTOR shall procure that the owner of the rights grants to the AUTHORITY a non-exclusive licence or, if itself a licensee of those rights, shall grant to the AUTHORITY an authorised sub-licence to use, reproduce, modify, 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.

F7.7 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 Intellectual Property Right which may affect the use of the Services.

F7.8 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 F7.7 may apply.

Official Sensitive Contract

F7.9 In the case of Clauses F7.7 and F7.8 above, the CONTRACTOR shall, at its own expense, conduct all negotiations and any litigation arising in connection with any claim for breach of IPR, provided always that the CONTRACTOR:

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

F7.10 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 but not limited to legal costs and disbursements on a solicitor and client basis) reasonably incurred in so doing.

F7.11 The AUTHORITY 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.

F7.12 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 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 acceptable to the AUTHORITY.

F7.13 Where the CONTRACTOR is unable to comply with Clauses F7.12 (a) and F7.12 (b), the CONTRACTOR shall be liable for the value of Replacement Services and any costs incurred in implementing and maintaining such Services.

F7.14 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.

Licences Granted by the CONTRACTOR

F7.15 The CONTRACTOR hereby grants, or, if applicable, shall procure the direct grant, to the AUTHORITY of a licence of the CONTRACTOR's Software (including any CONTRACTOR's Background IPRs or IPRs owned by a third party that are embedded in or which are an integral part of the CONTRACTOR's Software) on the Standard Licence Terms.

F7.16 The CONTRACTOR shall, if requested by the AUTHORITY under exit and service transfer arrangements, grant or procure the grant to a supplier of Replacement Services of a licence to Use any CONTRACTOR's Software, CONTRACTOR's Background IPRs or Third Party Software subject to such supplier, if appropriate, entering into reasonable confidentiality undertakings with the CONTRACTOR.

Licences Granted by the AUTHORITY

Official Sensitive Contract

F7.17 The AUTHORITY hereby grants to the CONTRACTOR a royalty-free, non-exclusive, non-transferable licence for the term of the Contract to use:

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

F7.18 The licence granted in Clause F7.17 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 Staff and Sub-Contractors do not, use the licensed materials for any other purpose or for the benefit of any person other than the AUTHORITY.

F7.19 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.

F7.20 In the event of the termination or expiry of this Contract, the licence referred to in Clause F7.17 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.

F7.21 The provisions of this Clause F7 shall apply during the Contract Period and indefinitely afterwards.

F7.22 The CONTRACTOR shall have no rights to use any of the AUTHORITY's names, logos or trademarks without the Approval.

F8 Transparency

F8.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The AUTHORITY shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

F8.2 Notwithstanding any other term of this Contract, the CONTRACTOR hereby gives his consent for the AUTHORITY to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the Contract, to the general public.

F8.3 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. The CONTRACTOR shall assist and cooperate with the AUTHORITY to enable the AUTHORITY to publish this Contract.

G Standards and Policies

G1 Security

G1.1 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:

- (a) is in accordance with Good Industry Practice and Law;
- (b) complies with the AUTHORITY's Security Policy;
- (c) meets any specific security threats to the CONTRACTOR System.

G1.2 Without limiting Clause G1.1, the CONTRACTOR shall at all times ensure that the level of

Official Sensitive Contract

security employed in the provision of the Services is appropriate to maintain acceptable risk levels for:

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

G1.3 The CONTRACTOR shall develop, implement and maintain a Security Plan to apply during the 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 of the AUTHORITY;
- (b) minimum set of security measures and Standards where the system will be handling protectively marked or sensitive information, as determined by the HMG Security Policy Framework;
- (c) any other extant national information security requirements and guidance;
- (d) appropriate ICT standards for technical countermeasures included in the CONTRACTOR System.

G1.4 Either Party shall notify the other immediately upon becoming aware of any Breach of Security including actual, potential or attempted breach, or threat to the Security Plan. In such circumstances, the CONTRACTOR shall immediately take all reasonable steps to remedy such breach or protect against potential or attempted breach, including steps reasonably required by the AUTHORITY.

G2 Environment

G2.1 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 the Contract in accordance with the AUTHORITY's sustainable development policy, 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.
- (c) The CONTRACTOR shall meet all reasonable requests by the AUTHORITY for information evidencing by the CONTRACTOR's compliance with the provisions of this Clause G.2.1.

Official Sensitive Contract

G3 Standards

- G3.1 The CONTRACTOR shall at all times comply with the AUTHORITY's ICT policies and the provisions of Schedule 11 (Standards) and where applicable shall maintain accreditation with the relevant Standards' authorisation body. To the extent that the standard to which the Services must be provided has not been specified in this Contract, the CONTRACTOR shall agree the relevant standard for the provision of the Services with the AUTHORITY prior to the supply of the Services commencing.
- G3.2 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.

G4 Maintenance of the ICT Environment

- G4.1 The CONTRACTOR shall create and maintain a rolling schedule of planned maintenance to the ICT Environment (the "**Maintenance Schedule**").
- G4.2 The CONTRACTOR shall provide to the AUTHORITY a draft Maintenance Schedule for the Approval within such period of time and in accordance with any other instructions of the AUTHORITY as specified in this Contract.
- G4.3 Once the Maintenance Schedule has been Approved, the CONTRACTOR shall:
- (a) only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule;
 - (b) The CONTRACTOR shall give as much notice as is reasonably practicable to the AUTHORITY prior to carrying out any unplanned maintenance (which shall be known as the "**Emergency Maintenance**").
- G4.4 The CONTRACTOR shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Services.

H. Contract Governance

H1 Transfer and Sub-Contracting

- H1.1 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.
- H1.2 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, in accordance with payment terms set out in Clause E2. 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 the Contract.
- H1.3 The Contract is personal to the CONTRACTOR, who shall not assign, novate, transfer, 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 the Contract shall not relieve the CONTRACTOR of any of its obligations or duties under the Contract.
- H1.4 Notwithstanding Clause H1.3, the CONTRACTOR may assign to a third party ("Assignee") the right to receive payment of the Charges or any part thereof due to the CONTRACTOR under

Official Sensitive Contract

this Contract. Any assignment under this Clause H1.4 shall be subject to:

- (a) reduction of any sums in respect of which the AUTHORITY exercises its right of recovery under Clause E3 (Recovery of Sums Due);
- (b) all related rights of the AUTHORITY under the Contract in relation to the recovery of sums due but unpaid;
- (c) the AUTHORITY receiving notification under Clauses H1.5 and H1.6.

H1.5 In the event that the CONTRACTOR assigns the right to receive the Charges under Clause H1.4, the CONTRACTOR shall notify the AUTHORITY in writing of the assignment and the date upon which the assignment becomes effective.

H1.6 The CONTRACTOR shall ensure that the Assignee notifies the AUTHORITY of the Assignee's contact information and bank account details to which the AUTHORITY shall make payment.

H1.7 If Approval is given in respect of Clause H1.3, the CONTRACTOR shall ensure that any Sub-Contractor has appropriate legal and financial status and is appropriately qualified to perform the Services.

H1.8 The AUTHORITY may withhold or delay its Approval 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;
- (b) the proposed Sub-Contractor is considered to be unreliable and/or has not provided reasonable services to its other customers.

H1.9 Upon request, a copy of each Sub-Contract agreed under this Clause H1 shall be sent by the CONTRACTOR to the AUTHORITY as soon as is reasonably possible.

H1.10 The CONTRACTOR shall not terminate or materially amend the terms of any Sub-Contract without the AUTHORITY's prior Approval, which shall not be unreasonably withheld or delayed.

H1.11 The AUTHORITY shall be entitled to:

- (a) assign, novate, Sub-Contract or otherwise dispose of its rights and obligations under the Contract to any Contracting AUTHORITY (including any Replacement Contractor); or
- (b) novate the 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; or
- (c) novate the Contract to any private sector body which substantially performs the AUTHORITY's functions; or
- (d) 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 the Contract.

H1.12 Any change in the AUTHORITY's legal status such that it ceases to be a Contracting Authority shall not, subject to Clause H1.10, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the AUTHORITY.

H1.13 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to Clause H1.11 to a body which is not a Contracting Authority or if there is a change

Official Sensitive Contract

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 J1 (Termination on Insolvency or Change of Control) and J2 (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 the Contract or any part thereof with the previous consent in writing of the CONTRACTOR.

H1.14 The AUTHORITY may disclose to any Transferee any Confidential Information of the CONTRACTOR which relates to the performance of the CONTRACTOR's obligations under the Contract. In such circumstances, the AUTHORITY shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the CONTRACTOR's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

H1.15 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Contract.

H1.16 The CONTRACTOR shall without delay notify the AUTHORITY of any change of ownership of:

- (a) the CONTRACTOR;
- (b) A Material Subcontractor;
- (c) any Holding Company of the CONTRACTOR.

which together form the 'Relevant Entities'.

H2 Waiver

H2.1 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.

H2.2 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 the Contract.

H2.3 A waiver by either Party 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 the Contract.

H3 Variation

H3.1 Subject to the provisions of this Clause H3.1 and Schedule 7 (Pricing & Invoicing Procedures), either Party may request a variation to this Contract provided that such Variation does not amount to a material change of this Contract within the meaning of the Law. Such a change once implemented is hereinafter called a **Variation**.

H3.2 A Party may request a Variation by completing and sending the Variation Form to the other Party giving sufficient information for the receiving Party to assess the extent of the proposed Variation and any additional cost that may be incurred.

Official Sensitive Contract

H3.3 The AUTHORITY may require the CONTRACTOR to carry out an impact assessment of the Variation on the Services (the “**Impact Assessment**”). The Impact Assessment shall be completed in good faith and shall include:

- (a) details of the impact of the proposed Variation on the Services and the CONTRACTOR's ability to meet its other obligations under this Contract;
- (b) details of the cost of implementing the proposed Variation;
- (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
- (d) a timetable for the implementation, together with any proposals for the testing of the Variation; and
- (e) such other information as the AUTHORITY may reasonably request in (or in response to) the Variation request.

H3.4 Where the AUTHORITY has requested the Variation and the CONTRACTOR can show that the Impact Assessment required resources other than those ordinarily deployed in the provision of the Services the AUTHORITY shall pay any reasonable costs incurred by the CONTRACTOR in producing the Impact Assessment.

H3.5 The Parties may agree to adjust the time limits specified in the Variation request to allow for the preparation of the Impact Assessment.

H3.6 Subject to Clause H3.5, the receiving Party shall respond to the request within the time limits specified in the Variation Form. Such time limits shall be reasonable and ultimately at the discretion of the AUTHORITY having regard to the proposed Variation.

H3.7 In the event that:

- (a) the CONTRACTOR is unable to agree to or provide the Variation; and/or
- (b) the Parties are unable to agree a change to Charges that may be included in a request of a Variation or response to it as a consequence thereof,.

The AUTHORITY may:

- (i) agree to continue to perform its obligations under this Contract without the Variation; or
- (ii) terminate this Contract with immediate effect, except where the CONTRACTOR has already fulfilled part or all of the orders in accordance with this Contract or where the CONTRACTOR can show evidence of substantial work being carried out to fulfil the order, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.

H3.8 If the Parties agree the Variation, the CONTRACTOR shall implement such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in this Contract.

H4 Severability

H4.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force

Official Sensitive Contract

and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

H4.2 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.

H5 Remedies in the Event of Inadequate Performance

H5.1 If, in the AUTHORITY's opinion, the CONTRACTOR fails to perform any of the Services in accordance with the Contract, 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 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 as set out in Clause H12 (AUTHORITY's Step-in Rights) 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 the 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) consider that the CONTRACTOR has committed a Default and take such measures it considers appropriate under Clause J1 (Termination on Insolvency or Change of Control) or Clause J2 (Termination on Default).

H6 Remedies Cumulative

H6.1 Unless otherwise specified in the Contract, all remedies available to either Party for Default of the 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).

H7 Representatives

H7.1 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.

H8 Notices

H8.1 Except as otherwise expressly provided within this Contract, no notice or other communication from one Party to the other shall have any validity under this Contract unless made in writing by or on behalf of the Party sending the communication.

H8.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by electronic mail (confirmed by letter) or entry on the AUTHORITY and the CONTRACTOR's database followed by email confirmation. Such letters shall be addressed to the other Party in the manner referred to in Clause H8.1. Provided the relevant communication is not returned as

Official Sensitive Contract

undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours in the case of electronic mail or sooner where the other Party acknowledges receipt of such letters or electronic transmission.

H8.3 For the purposes of Clause H8.2, the address or email address of each Party shall be the postal address and email address as set out in Schedule 10.

H8.4 Either Party may change its address for service by serving a notice in accordance with this Clause H8.

H8.5 For the avoidance of doubt, any notice given under this Contract shall not be validly served if sent by electronic mail (email) and not confirmed by a letter or by the entry on the AUTHORITY's and CONTRACTOR's database.

H9 Monitoring and Management Information

H9.1 The CONTRACTOR shall comply with the monitoring arrangements set out in the Contract including, but not limited to, providing such Data and information as the CONTRACTOR may be required to produce under the Contract.

H9.2 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 the Contract.

H9.3 Upon receipt of the Management Information supplied by the CONTRACTOR in response to a request under Clause H9.2 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.

H9.4 In the event that CCS shares the Management Information or information provided under Clause H9.3(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).

H9.5 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.

H10 Entire Agreement

H10.1 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. The Contract supersedes, cancels or nullifies any previous negotiations, agreement, warranty, statement 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.

H10.2 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.

H10.3 In the event of, and only to the extent of, any conflict between the Clauses of the Contract, any document referred to in those Clauses and the Schedules, the conflict shall be resolved in

Official Sensitive Contract

accordance with the following order of precedence:

- (a) the Clauses of the Contract;
- (b) the Schedules 1, 3 to 14 inclusive and any annexes to them;
- (c) Schedule 2 (Contractor Solution); and
- (d) any other document referred to in the clauses of the Contract.

H10.4 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.

H11 Governance

H11.1 The Parties agree to manage this Contract through the governance structure as set out in Schedule 5 (Contract Management & Governance).

H12 AUTHORITY Step-in rights

H12.1 If the AUTHORITY reasonably believes that it needs to take action in connection with the Services:

- (a) to discharge a statutory duty; and/or
- (b) because a Force Majeure Event occurs which materially prevents or materially delays the performance of any Services or any part thereof; and/or
- (c) because the CONTRACTOR has breached any of its obligations under this Contract which materially and adversely affects the performance of the Services for the AUTHORITY; and/or
- (d) because the CONTRACTOR has accrued Delay Payments in excess of thirty (30)% of the value of the Milestone payment associated with the Milestone against which Delay Payments are being incurred; and/or
- (e) where the CONTRACTOR is not in CONTRACTOR Default of its obligations under this Contract but the AUTHORITY considers that the circumstances constitute an emergency; and/or
- (f) because a serious risk exists to the health or safety of persons, property or the environment, then the AUTHORITY shall be entitled to exercise its right to step-in.

H12.2 If one of the grounds under Clause H12.1 applies, the AUTHORITY may:

- (a) where the AUTHORITY considers it expedient to do so, require the CONTRACTOR by notice in writing to take those steps that the AUTHORITY considers necessary or expedient to mitigate or rectify the state of affairs giving rise to the AUTHORITY's right to step-in; or
- (b) appoint any person to work with the CONTRACTOR in performing all or a part of the Services (including those provided by any Sub-Contractor); or
- (c) take the steps that the AUTHORITY considers appropriate to ensure the performance of all or part of the Services.

Official Sensitive Contract

H12.3 If Clause H12.1 applies and the AUTHORITY wishes to take action, the AUTHORITY shall notify the CONTRACTOR of the following in the notice (“**Step-In Notice**”):

- (a) the action it wishes to take and in relation to which Services;
- (b) the reason for such action;
- (c) the date it wishes to commence such action;
- (d) whether the AUTHORITY will require access to the CONTRACTOR sites;
- (e) the time period which it believes will be necessary for such action; and
- (f) the effect on the CONTRACTOR and its obligation to provide the Services during the period such action is being taken.

H12.4 Following service of the Step-In Notice as detailed in Clause H12.3, the AUTHORITY shall take all such actions as it reasonably believes is necessary to action its right to step-in, provided always that the exercise of the step-in right shall not excuse the CONTRACTOR from its obligation to provide the Services (unless otherwise agreed by the Parties) in accordance with this Contract or be deemed to frustrate or waive performance of that obligation. The CONTRACTOR shall co-operate fully and shall give all reasonable assistance to the AUTHORITY or any other person appointed in respect of Clause H12.2b) whilst the AUTHORITY is exercising its step-in rights. The AUTHORITY shall use reasonable endeavours to provide the CONTRACTOR with notice of completion of the required step-in actions.

H12.5 The CONTRACTOR shall bear its own costs in connection with any step-in rights exercised by the AUTHORITY under this Clause H12.

H12.6 Without prejudice to provisions relating to termination and any other provisions of this Contract, the AUTHORITY reserves the right, in its sole discretion, to provide any or all of its requirements for the Services or services similar to the Services itself or to contract with third party suppliers to perform all or any part of such Services at any time. The CONTRACTOR shall provide the AUTHORITY or its nominated third party supplier with all information and assistance as the AUTHORITY may reasonably request in this regard.

I Liabilities

I1 Liability and Indemnities

I1.1 Neither Party excludes or limits liability to the other Party for:

- (a) death or personal injury caused by its negligence;
- (b) Fraud or bribery; or
- (c) fraudulent misrepresentation; or
- (d) any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or
- (e) any breach by that Party of Clauses F1 (Data Protection Act); F2 (AUTHORITY Data); F4 (Confidential Information & Right to Publish); or
- (f) any other matter expressly stipulated hereto which, by Law may not be excluded or limited.

I1.2 Subject to Clause I1.3, the CONTRACTOR shall fully indemnify and keep the AUTHORITY and the Crown fully indemnified against all claims, demands, proceedings, suits, actions, losses, damages, charges, costs and expenses (including but not limited to legal costs and

Official Sensitive Contract

disbursements on a solicitor and client basis), and any other liabilities which may arise out of the supply of the Services or the performance by the CONTRACTOR of its obligations under the Contract or the presence of the CONTRACTOR or any Staff on the Premises, including in respect of any death or personal injury, loss or damage to property, loss arising from any advice given or omitted to be given by the CONTRACTOR, or any other loss which is caused directly or indirectly by any act or omission of the CONTRACTOR.

- 11.3 The CONTRACTOR shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the AUTHORITY or by breach by the AUTHORITY of its obligations under the Contract.
- 11.4 Subject always to Clauses 11.1 and 11.5, in no event shall either Party be liable to the other for any:
- (a) loss of profits, loss of business, loss of revenue or loss of or damage to goodwill; and/or
 - (b) loss of savings (whether anticipated or otherwise); and/or
 - (c) indirect, special or consequential loss or damage.
- 11.5 The AUTHORITY shall be entitled to recover as a Direct Loss:
- (a) any reasonable, 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;
 - (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.

[REDACTED]

12 Insurance

12.1 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 but not limited to 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. The terms of any insurance or the amount of cover shall not relieve the CONTRACTOR of any liabilities under the Contract.

12.2 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.

13 Warranties and Representations

Official Sensitive Contract

13.1 The CONTRACTOR warrants and represents that:

- (a) it has full capacity and authority and all necessary consents, licences, permissions, including but not limited to (and where its procedures so require) the consent of its Parent Company, to enter into and perform the Contract and that the 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 the Contract;
- (c) there are no actions, suits or proceedings or regulatory investigations pending or, to that party's knowledge, threatened against or affecting that party before any court or administrative body or arbitration tribunal that might affect the ability of that party 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.
- (f) in entering the Contract it has not committed any Fraud.

13.2 The CONTRACTOR also warrants, represents and undertakes to the AUTHORITY that in the three (3) years prior to the date of the Contract (or from when the CONTRACTOR was formed if in existence for less than three (3) years prior to the Commencement Date):

- (a) 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;
- (b) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
- (c) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract; and
- (d) as at the Commencement Date, it has notified the AUTHORITY in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.

13.3 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.

14 Tax Compliance

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- 14.1 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 five (5) Working Days of its occurrence; and
 - (b) promptly provide to the AUTHORITY:
 - (i) details of the steps that 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.

J Default, Disruption and Termination

J1 Termination on Insolvency or Change of Control

- J1.1 The AUTHORITY shall be entitled to terminate the 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(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - (h) any event similar to those listed in Clause J1.1 (a-g) occurs under the law of any other jurisdiction.
- J1.2 The AUTHORITY may terminate the Contract with immediate effect by notice in writing wherethe CONTRACTOR is an individual and:
- (a) an application for an interim order is made pursuant to Sections 252-253 of the Insolvency Act 1986, as updated by the Enterprise Act 2002, or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the CONTRACTOR's creditors; or

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- (b) a petition is presented and not dismissed within fourteen (14) days or order made for the CONTRACTOR's bankruptcy; or
- (c) a receiver, or similar officer is appointed over the whole or any part of the CONTRACTOR's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
- (d) the CONTRACTOR is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986, as updated by the Enterprise Act 2002; or
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the CONTRACTOR's assets and such attachment or process is not discharged within fourteen(14) days; or
- (f) he dies or is adjudged incapable of managing his affairs within the meaning of Part V11 of the Mental Capacity Act 2005; or
- (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

J1.3 The CONTRACTOR shall notify the AUTHORITY immediately if the CONTRACTOR undergoes a change of control within the meaning of section 450 of the Corporation Tax Act 2010 ("**Change of Control**") and provided this does not contravene any Law shall notify the AUTHORITY immediately in writing of any circumstances suggesting that a Change of Control is planned or in contemplation.

J1.4 The AUTHORITY may terminate the Contract by notice in writing with immediate effect within six (6) Months of:

- (a) being notified that a Change of Control has occurred or is planned or in contemplation; 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.

J1.5 For the purposes of Clause J1.4, any transfer of shares or of any interest in shares by a person to its affiliate where such transfer forms part of a bona fide reorganisation or restructuring shall be disregarded.

Termination on Persistent Failure

J1.6 The AUTHORITY may terminate this Contract by serving notice on the CONTRACTOR in writing with effect from the date specified in such notice where a Persistent Failure has occurred.

Termination on Critical Service Failure

J1.7 The AUTHORITY may terminate this Contract by serving notice on the CONTRACTOR in writing with effect from the date specified in such notice where a Critical Service Failure has occurred.

J2 Termination on Default

J2.1 The AUTHORITY shall be entitled to terminate the Contract, or terminate the provision of any part of the Contract by written notice to the CONTRACTOR with immediate effect if the CONTRACTOR commits a Default and if:

Official Sensitive Contract

- (a) the CONTRACTOR has not remedied the Default to the satisfaction of the AUTHORITY within thirty (30) days, or such other period as may be specified by the AUTHORITY, after issue of a written notice specifying the Default and requesting it to be remedied; or
- (b) the Default is not, in the opinion of the AUTHORITY, capable of remedy; or
- (c) the Default is a material breach of the Contract.

J2.2 In the event that, through any Default of the CONTRACTOR, Data or Authority Data or Personal Data transmitted or Processed in connection with the Contract is either lost or sufficiently degraded to be unusable, the CONTRACTOR shall be liable for the cost of reconstitution of that Data or Authority Data or Personal 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.

J2.3 Termination in relation to Promoting Tax Compliance

J2.3.1 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 I3.2(d) 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 I4(a); or
- (c) the CONTRACTOR fails to provide details of proposed mitigating factors as required by Clause I4(b) which in the reasonable opinion of the AUTHORITY, are acceptable.

J3 Break

J3.1 The AUTHORITY shall have the right to terminate the 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, the Contract shall be terminated without prejudice to the rights of the Parties accrued to the date of termination.

J3.2 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) to 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 the Contract which shall be paid for at the agreed price or, where no Charges exists, a fair and reasonable price.

J4 Consequences of Expiry or Termination

J4.1 Where the AUTHORITY terminates the Contract or the performance of any part of the Services under Clause J2 (Termination on Default) and then makes other arrangements for the supply of Services, the AUTHORITY may recover from the CONTRACTOR the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the AUTHORITY throughout the remainder of the Contract Period. The AUTHORITY shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under Clause J2 (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.

J4.2 Where the AUTHORITY terminates the Contract under Clause J3 (Break), the AUTHORITY

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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.

J4.3 The CONTRACTOR shall submit a fully itemised and costed list, with supporting evidence, of all such losses reasonably incurred under Clause J4.2.

J4.4 The AUTHORITY shall not be liable under Clause J4.2 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.

J4.5 Save as otherwise expressly provided in the Contract:

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

D2	Prevention of Fraud
D3	Prevention of Bribery and Corruption
E2	Payment and Tax
E3	Recovery of Sums Due
F1	Data Protection Act
F3	Official Secrets Act
F4	Confidential Information and Right to Publish
F5	Freedom of Information
F6	Audit Access/Open Book Accounting
F7	Intellectual Property Rights
H6	Remedies Cumulative
I1	Liability and Indemnities
I2	Insurance
J4	Consequences of Expiry or Termination
J6	Recovery on Termination
K2	Governing Law and Jurisdiction

- (c) termination of the Contract shall not affect the continuing rights, remedies or obligations of the AUTHORITY or the CONTRACTOR under and the provisions of Schedule 3 (Exit Planning & TUPE), Schedule 4 (Dispute Resolution Procedure), Schedule 7 (Pricing & Invoicing Procedure), and, without limitation to the foregoing, any other provision of this Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the Contract expiry date.

J4.6 Exit Management

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J4.6.1 The AUTHORITY and the CONTRACTOR shall comply with their respective obligations set out in Schedule 3 (Exit Planning & TUPE) in relation to the orderly transition of the Services to the AUTHORITY or a Replacement Contractor(s).

J4.6.2 In the event that this Contract expires or is terminated 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 3 (Exit Planning and TUPE).

J4.7 Business Continuity and Disaster Recovery

J4.7.1 The Parties shall comply with the provisions of Schedule 14 (Business Continuity and Disaster Recovery). The CONTRACTOR shall comply with the BCDR Plan and shall ensure that it is able to implement the BCDR Plan at any time in accordance with its terms.

J5 Disruption and Business Continuity

J5.1 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.

J5.2 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 but not limited to actual or potential industrial action, whether by the Party's own employees or by others.

J5.3 In the event of industrial action by its Staff or its suppliers, the CONTRACTOR shall seek Approval to its proposals to perform the Services.

J5.4 If the CONTRACTOR's proposals referred to in Clause J5.3 are considered insufficient or unacceptable by the AUTHORITY acting reasonably, then the Contract may be terminated with immediate effect by the AUTHORITY by notice in writing.

J5.5 If the CONTRACTOR is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business by direction of the AUTHORITY, or 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 the 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.

J6 Recovery on Termination

J6.1 At the end of the Contract (however arising), the CONTRACTOR shall:

(a) 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; and

(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.

J6.2 The CONTRACTOR 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.

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- J6.3 Such assistance provided by the CONTRACTOR shall, subject to reasonable levels, be free of charge.
- J6.4 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.

J7 Force Majeure

- J7.1 Subject to the remaining provisions of this Clause J7, 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. In particular, the CONTRACTOR shall be relieved from its Service Credits obligations and Delay Payments obligation to the extent that the Achievement of the Milestone in the Implementation Plan is affected by the Force Majeure.
- J7.2 For the purpose of this Clause J7, Force Majeure means a specific type of event or occurrence which is outside the reasonable control of the Party concerned, and which is not attributable to any act or failure to take preventive action by the Party concerned, (and, in the case of the CONTRACTOR, not attributable to the wilful act, neglect or failure to take reasonable precautions by the CONTRACTOR or its Staff).
- J7.3 For the purposes of this Clause J7, Force Majeure shall be limited to governmental regulations, war, civil war, terrorist attack, fire, flood, or other natural disasters. For the avoidance of doubt, it does not include:
- (a) any industrial action occurring within the CONTRACTOR's organisation or its 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 including Business Continuity 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) an event or circumstance caused by a Default by the CONTRACTOR, a Sub-contractor or CONTRACTOR Staff;
 - (f) 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; or
 - (g) any act, event, omission, occurrence or non-occurrence resulting from the adoption of the euro by the UK government.
- J7.4 Neither Party shall be liable to the other for any delay in or failure to perform its obligations under the Contract (other than a payment of money) 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 the Contract for the duration of the Force Majeure Event. However, if such Force Majeure prevents either Party from performing all of its obligations under the Contract for a period of thirty (30) days, either Party may terminate the Contract by Notice in writing with immediate effect.

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- J7.5 Any delay or failure by the CONTRACTOR in performing its obligations under the Contract which results from any failure or delay by its Staff or suppliers shall be regarded as due to Force Majeure only if such Staff or suppliers are themselves impeded by Force Majeure from complying with an obligation to the CONTRACTOR.
- J7.6 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 proposes to take to mitigate its effect. Notification shall include the estimated duration of such delay or failure.
- J7.7 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.
- J7.8 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.
- J7.9 For the avoidance of doubt, only events or occurrences which afford relief from liability for delay or failure of performance of the Contract shall qualify for Force Majeure under this Clause J7.

K Disputes and Law

K1 Dispute Resolution

- K1.1 All negotiations and proceedings connected with any Dispute, claim or settlement arising out of or relating to the Contract ("**Dispute**") shall be conducted in confidence. The performance of obligations under the Contract shall not cease or be suspended or delayed by the application of any procedure to resolve a Dispute, and the CONTRACTOR shall comply fully with the requirements of the Contract at all times.
- K1.2 The Parties shall attempt in good faith to resolve any Dispute through negotiation between their authorised representatives, as soon as is reasonably possible and in accordance with the dispute resolution procedure as set out Schedule 4 (Dispute Resolution Procedure).
- K1.3 If the matter cannot be resolved through negotiation, the Parties will, at the request of either of them, attempt in good faith to resolve the Dispute through an agreed Alternative Dispute Resolution ("ADR") procedure.
- K1.4 Nothing in this dispute resolution procedure will prevent the Parties from seeking from any court of competent jurisdiction an interim order either restraining the other Party from doing any act or compelling the other Party to do any act.
- K1.5 The CONTRACTOR shall have no right to suspend any Service in connection with which there is a Dispute until that Dispute has been resolved.

K2 Governing Law and Jurisdiction

- K2.1 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.

K3 Legislative Change

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K3.1 The CONTRACTOR shall neither be relieved of its obligations under this Contract nor be entitled to an increase in the Charges as a result of change in Law

L1 Provision and Removal of Equipment

L1.1 The CONTRACTOR shall provide all the Equipment necessary for the supply of the Services.

L1.2 If performance of the Services requires Equipment to be delivered to the Premises, the CONTRACTOR shall not deliver any Equipment without obtaining Approval.

L1.3 All Equipment brought onto the Premises 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 by or materially contributed to by the AUTHORITY's default. The CONTRACTOR shall be wholly responsible for the haulage or carriage of the Equipment to the AUTHORITY's Premises and the removal thereof when it is no longer required by the AUTHORITY and in each case at the CONTRACTOR's sole cost. Unless otherwise stated in this Contract, Equipment brought onto the AUTHORITY's Premises will remain the property of the CONTRACTOR.

L1.4 The CONTRACTOR shall update the Equipment and any associated software on a regular basis and shall maintain all items of Equipment within the Premises in a safe and serviceable manner. The CONTRACTOR shall ensure that any updates to the Equipment and its associated software do not compromise AUTHORITY security.

L1.5 The CONTRACTOR shall, at the AUTHORITY's written request, at its own expense and as soon as reasonably practicable:

(a) remove from the Premises 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.

L1.6 Where a failure of an item of Equipment or any component part of Equipment causes two (2) or more Service Level Failures in any twelve (12) Month period, the CONTRACTOR shall notify the AUTHORITY in writing and shall, at the AUTHORITY request (acting reasonably), replace such Equipment or component part thereof at its own cost with a new item of Equipment or component part thereof (of the same specification or having the same capability as the Equipment being replaced).

L1.7 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, 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.

L1.8 If the use of the equipment devices becomes non-viable over the life of the Contract due to irremediable hardware or software problems, the CONTRACTOR shall provide an alternative hardware platform at no additional cost to the AUTHORITY. If this involves a different operating system, the CONTRACTOR shall provide a new bespoke software and provide the appropriate training for its Staff.

M1 Optional Services

M1.1 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

Official Sensitive Contract

AUTHORITY from receiving services that are the same as or similar to the Optional Services from any third party.

M1.2 Implementation of the Optional Services shall be inclusive of:

- (a) the Charges as set out in Schedule 7 (Pricing and Invoicing Procedure);
- (b) any Services Levels in respect of the Optional Services shall be incorporated in the Service Levels as specified in Schedule 9 (Service Levels & Service Credits); and
- (c) the relevant Optional Services implemented in accordance with this Clause N1 shall become part of the Services for the purpose of all other sections, Clauses, obligations and rights contained within this Contract.

N Contract Performance

N1 Service Levels

N1.1 The Parties shall comply with their respective obligations set out in Schedule 9 (Service Levels & Service Credits).

N1.2 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 9 (Service Levels & Service Credits) 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.

N1.3 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.

N1.4 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; and
- (b) without prejudice to any entitlement the AUTHORITY may have (if any) to any claim for damages resulting from, or otherwise arising in respect of, any breach of this Contract in relation to Service Levels.

N1.5 Where Service Credits are not provided as a remedy for a Service Level Failure and the CONTRACTOR has failed to address such a Service Level Failure to the reasonable satisfaction of the AUTHORITY, then the AUTHORITY may, on written notice to the CONTRACTOR, withhold a proportionate amount of the Charges for those Services until such time as the relevant Service Level Failure is remedied. Provided that the relevant Service Level Failure is remedied, the AUTHORITY shall resume payment of the relevant part of the Charges, including payment of the amount retained.

N2. Monitoring of Contract Performance

N2.1 The CONTRACTOR shall comply with the monitoring arrangements referred to in Part B of Schedule 9 (Service Levels & Service Credits) including, but not limited to, providing such data and information as the CONTRACTOR may be required to produce under this Contract.

N3. Continuous Improvement and Benchmarking

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- N3.1 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);
 - (b) improving the quality and efficiency of the Services.
- N3.2 The CONTRACTOR shall ensure that the information that it provides to the AUTHORITY in accordance with Clause O3 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 requests in connection with any improvements to the Services identified by the CONTRACTOR.
- N3.3 The Parties shall comply with the benchmarking provisions in Schedule 13 (Value for Money).
- N3.4 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 once every six (6) Months:
- (a) the emergence of new and evolving relevant technologies which could improve the ICT Environment and/or 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.
- N3.5 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.
- N3.6 If the AUTHORITY wishes to incorporate any improvement identified by the CONTRACTOR, the AUTHORITY shall request a Variation in accordance with the Variation Procedure and the CONTRACTOR shall implement such Variation at no additional cost to the AUTHORITY.

Official Sensitive Contract

SCHEDULE 1: SERVICES SPECIFICATIONS

The following list of requirements has been compiled with the best knowledge available to date. The list may be subject to small changes.

SS. 1 Supply of printed vouchers (15%)

Overview

The AUTHORITY requires a supplier who can provide printed vouchers, whether that be a gift card /paper voucher/ or equivalent (not e-Voucher), as follows:

- Approx. 7900 x £5 denomination per year
- Approx. 27,000 x £10 denomination per year

These figures are estimates based on previous requirements and are susceptible to change; the bidder must confirm that they are able to manage orders on an ad hoc basis. It is essential that the vouchers are delivered securely to the authority's office location where applicable.

It is desirable that the supplier can fulfil the entire voucher process; from receipt of a spreadsheet containing the specified addresses to the delivery of the vouchers to the designated address and the form in which the AUTHORITY will be invoiced.

Requirement

The BIDDER must detail the process they will use to provide the AUTHORITY with printed vouchers; referencing any specific points raised in the overview including but not limited to adhoc ordering and where possible how they can fulfil the end to end process.

Response

SS.2 Implementation and Order procedure for printed vouchers (15%)

Overview

The AUTHORITY have a pre-determined spreadsheet that contains a list of addresses that require printed vouchers to be delivered to. Each voucher is sent with a compliment slip from the AUTHORITY, with the AUTHORITYs logo that must be included with the issue of the printed voucher. It is desirable that any order of adhoc vouchers is fulfilled within a maximum one week of request; Or within the SLA if fulfilling complete voucher process.

Requirement

The BIDDER must provide details of their implementation plans and ordering procedure including details of timetables, training and lead time between call off and delivery of vouchers.

Response

SS.3 Coverage of printed vouchers (15%)

Overview
It is essential that the vouchers can be redeemed in a variety of UK outlets and venues. To maximize response to social surveys, and the effectiveness of the vouchers as an incentive, the greater the coverage, the more successful they will be at encouraging participants to complete.
Requirement
It is essential that the vouchers can be redeemed in a variety of UK outlets and venues. The AUTHORITY requires the BIDDER to provide details of where the vouchers can be redeemed and how they will inform the AUTHORITY of any changes that occur to outlets accepting the vouchers.
Response

SS.4 Unredeemed printed vouchers (5%)

Overview
It is desirable that the AUTHORITY can claim back the value of unredeemed vouchers after a pre-defined time period.
Requirement
The BIDDER must detail what process exists, if any, for the AUTHORITY to either claim back the value of unredeemed vouchers and/ or reuse the funds elsewhere;
Response

SS.5 Management Information (5%)

Overview
It is desirable for the BIDDER to provide the AUTHORITY with management information regarding the uptake of vouchers within the SLA. This may include but is not limited to;
<ul style="list-style-type: none">• Number of vouchers ordered/ used/ redeemed.• Breakdowns of £5 and £10 denominations• Breakdown by survey specifics
Requirement
The BIDDER must detail what process exists to obtain management information. In addition the BIDDER should detail what information can be provided and how this information can enhance the services provided.

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Response

SS.6 - Security & Confidentiality - Supply and delivery of vouchers (5%)

Overview

The BIDDER must have in place appropriate security measures, including secure methods of despatch which ensure the security of the incentives and protection of any information passed to the supplier by the AUTHORITY.

Requirement

The BIDDER must detail security measures in place with regards to the storage of vouchers and transportation of vouchers and/or personal confidential information including the storage and disposal of data.

It would be desirable if the BIDDER can offer details in their response on any additional measures in place, particular to the proposed solution that provide further assurances around security that may be of benefit to the authority in terms of audit of incentives and confidentiality of data.

This should include confirmation of having ISO 27001 or equivalent and any other applicable Security Standards and Certificates.

Response

SS.7 Price Schedule

SS.7.1 You must submit your prices, excluding VAT, for the duration of the contract. We have used the table below for comparative purpose only, the volumes will vary annually.

Approximate annual volume of printed vouchers	Year 1 (including any volume)	Year 2 (including any volume)	Year 3 (including any volume)	Any remaining applicable charges	Total

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	discounts)	discounts)	discounts)		
7900 x £5 Vouchers					
27000 x £10 Vouchers					

SS.7.2 In addition to this table, please provide a full pricing schedule and include any volume related discounting structure that is available.

SS.7.3 If there are various solutions/ options available in your bid please include pricing for each.

SS.7.4 Any charges not included above will be considered waived.

Commercial agreement

SS.8 The BIDDER must confirm that they will enter into the Contract should they be successful in this procurement process on the terms of the Contract as set out. Failure to do so will be classified as non-compliant.

SS.9 The BIDDER must confirm that have completed the Commercial Schedule (ITT Part 4). Failure to do so will be classified as non-compliant.

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[REDACTED]

[attached separately]

The following list of requirements has been compiled with the best knowledge available to date. The list may be subject to small changes.

SS. 1 Supply of e-vouchers [REDACTED]

<p>Overview</p> <p>The AUTHORITY requires a supplier who can provide evouchers as follows:</p> <ul style="list-style-type: none">■ [REDACTED]■ [REDACTED] <p>These figures are estimates based on previous requirements and are susceptible to change, the bidder must confirm that they are able to deal with orders on an ad hoc basis .It is essential that the vouchers are delivered via a secure electronic method to the AUTHORITY where applicable.</p> <p>It is essential that the BIDDER can provide details of their invoicing process and timetable</p>
<p>Requirement</p> <p>The BIDDER must detail the process they will use to provide the AUTHORITY with e-vouchers; referencing any specific points raised in the overview including but not limited to ad hoc ordering.</p>
<p>Response</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

SS.2 Implementation and Order Procedure for e-vouchers (15%)

Overview

The AUTHORITY has a spreadsheet that contains a list of email addresses that require e vouchers to be issued to. It is desirable that any order of adhoc vouchers is fulfilled within a maximum [REDACTED] Or within the SLA if fulfilling complete voucher process.

Requirement

The BIDDER must provide details of their implementation and ordering procedure including details of how this is conducted (i.e. database, online portal etc) and lead time between call off and delivery of vouchers.

Response

[REDACTED]
[REDACTED]

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SS.3 Coverage of e-vouchers (15%)

Overview

It is essential that the e-vouchers can be redeemed in a variety of online retailers. To maximize response to non-compulsory social surveys and the effectiveness of the vouchers as an incentive, the larger the scope of voucher use, the more successful they will be at encouraging participants to complete

Requirement

The AUTHORITY requires the BIDDER to provide details of where the e-vouchers can be redeemed; It is essential that the e-vouchers can be redeemed in a variety of online retailers.

The BIDDER must provide details of how they will inform the AUTHORITY of any changes that occur to retailers accepting the e-vouchers.

Response

[REDACTED]

- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]

SS.4 Unredeemed e-vouchers (5%)

Overview

It is desirable that the AUTHORITY can claim back the value of unredeemed e vouchers after a pre-defined time period.

Requirement

The BIDDER must detail what process exists, if any, for the AUTHORITY to either claim back the value of unredeemed vouchers and/ or reuse the funds elsewhere;

Response

[Redacted response text]

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SS.5 Management Information (5%)

<p>Overview</p> <p>It is desirable for the BIDDER to provide the AUTHORITY with management information regarding the uptake of vouchers within the SLA. This may include but is not limited to;</p> <ul style="list-style-type: none">• Number of vouchers ordered/ used/ redeemed.• Breakdowns of [REDACTED] denominations• Breakdown by survey specifics
<p>Requirement</p> <p>The BIDDER must detail what process exists to obtain management information. In addition the BIDDER should detail what information can be provided and how this information can enhance the services provided.</p>
<p>Response</p> <p>[REDACTED]</p> <ul style="list-style-type: none">• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED]

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SS.6 - Security & Confidentiality - Supply and delivery of vouchers (5%)

Overview

The BIDDER must have in place appropriate security measures, including secure methods of despatch which ensure the security of the vouchers and protection of any information passed to the supplier by the AUTHORITY.

Requirement

The BIDDER must detail security measures in place with regards to the storage and issuing of vouchers and t of vouchers and/or personal confidential information including the storage and disposal of data.

It would be desirable if the BIDDER can offer details in their response on any additional measures in place, particular to the proposed solution that provide further assurances around security that may be of benefit to the authority in terms of audit of incentives and confidentiality of data.

This should include confirmation of having ISO 27001 or equivalent and any other applicable Security Standards and Certificates.

Response

[Redacted response content]

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SS.7 Price Schedule

SS.7.1 You must submit your prices, excluding VAT, for the duration of the contract. We have used the table below for comparative purpose only, the volumes will vary annually.

Approximate annual volume of printed vouchers	Year 1 (including any volume discounts)	Year 2 (including any volume discounts)	Year 3 (including any volume discounts)	Any remaining applicable charges	Total
100 x £5 Vouchers	██████	██████	██████	Please see below note re non-redemption savings	██████
5000 x £10 Vouchers	██████	██████	██████	Please see below note re non-redemption savings	██████

Non-redemption savings note:

Based on historical programmes, we would expect circa ██████ non-redemption of e-cheques. This would provide a potential saving of ██████ per annum to the ONS for the full ██████ vouchers.

Item	Non-Redemption
Set Up	██████
E-Cheque Issuance ██████	██████
Voucher Value	██████
Non-Redemption Savings ██████	██████
E-Code Issuance ██████	██████
Total	██████

SS.7.2 In addition to this table, please provide a full pricing schedule and include any volume related discounting structure that is available.

SS.7.3 If there are various solutions/ options available in your bid please include pricing for each.

SS.7.4 Any charges not included above will be considered waived.

Commercial agreement

SS.8 The BIDDER must confirm that they will enter into the Contract should they be successful in this procurement process on the terms of the Contract as set out. (Please see question 4a in ITT Part 4) Failure to do so will be classified as non-compliant.

[Redacted text block consisting of multiple lines of blacked-out content]

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SS.9 *The BIDDER must confirm that have completed the Commercial schedule (ITT PART 4). Failure to do so will be classified as non – compliant.*

We can confirm that this has been completed and will be attached with the full submission.

SCHEDULE 3: EXIT PLANNING & TUPE

PART A: Exit Management

1. Overview

The CONTRACTOR is required to ensure the orderly transition of the Services from the CONTRACTOR to the AUTHORITY and/or any Replacement Contractor(s) in the event of termination (including partial termination) or expiry of this Contract. The CONTRACTOR shall, within three (3) Months after the Commencement Date, deliver to the AUTHORITY a plan ("Exit Plan") which sets out the CONTRACTOR's proposed methodology for achieving orderly transition of the provision of the Services from the CONTRACTOR to the AUTHORITY and/or the Replacement CONTRACTOR on the expiry or termination of this Contract. This Schedule sets out the principles of the exit and service transfer arrangements that are intended to achieve such orderly transition and which shall form the basis of the Exit Plan. For the avoidance of doubt, the CONTRACTOR shall be responsible for the overall management of the exit and service transfer arrangements.

2. Contract Life Obligations

2.1 During the Contract Period the CONTRACTOR will:

2.1.1 maintain a register containing full details of

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

2.1.2 maintain a document detailing the technical infrastructure through which the CONTRACTOR provides the Services. This document should be of sufficient detail to permit the AUTHORITY and/or Replacement Contractor(s) to understand how the CONTRACTOR provides the Services and to enable the smooth transition of the Services with the minimum of disruption, (collectively the "**Registers**").

The CONTRACTOR shall maintain the Registers in such format as is agreed between the Parties and shall update the Registers from time to time and in particular in the event that Assets, Sub-contracts or other relevant agreements are added to or removed from the Services.

2.2 Each Party will appoint an Exit Manager and provide written notification of such appointment to the other party in line with the provisions of the Exit Plan. The Contractor's Exit Manager will be responsible for ensuring that the CONTRACTOR and its Staff comply with this Schedule. The CONTRACTOR will ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the CONTRACTOR as are reasonably necessary to enable the CONTRACTOR to comply with the requirements set out in this Schedule. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Contract and all matters connected with this Schedule and each Party's compliance with it.

3. Obligations to Assist on Re-Tendering of Services

3.1 Subject to paragraph **Error! Reference source not found.** of this Schedule, on reasonable notice, the CONTRACTOR shall provide to the Authority and/or (subject to the potential Replacement Contractor agreeing to reasonable written confidentiality

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undertakings) to its potential Replacement Contractor, the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Contractor undertaking due diligence:

- 3.1.1 details of the Service(s);
 - 3.1.2 an inventory of Authority Data in the CONTRACTORS' possession or control;
 - 3.1.3 a copy of the Registers, updated by the CONTRACTOR up to the date of delivery of such Registers; and
 - 3.1.4 all information relating to Transferring Contractor Employees required to be provided by the Contractor under this Contract.
- 3.2 The Contractor shall not be required to comply with the provisions of paragraph 3.1 before service of a notice to terminate this Contract or in the period which is more than twelve (12) months before the expiry of the Term.

4. Exit Plan

- 4.1 The CONTRACTOR will, within three (3) Months after the Commencement Date, deliver to the Authority an Exit Plan which sets out the CONTRACTORS's proposed methodology for achieving an orderly transition of Services from the Contractor to the Authority and/or its Replacement Contractor(s) on the expiry or termination of this Contract and which complies with the requirements set out in paragraphs 4.2 and 4.3 **Error! Reference source not found.** below. Within thirty 30 days after the submission of the Exit Plan, the Parties will use their respective reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan then such dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.2 The Exit Plan will contain, as a minimum:
- 4.2.1 separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the CONTRACTOR may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Ordinary Exit, provision for the supply by the CONTRACTOR of all such reasonable assistance as the Authority shall require to enable the Authority or its sub-contractors to provide the Services;
 - 4.2.2 the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit; and
 - 4.2.3 a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit.
- 4.3 In addition, the Exit Plan shall:
- 4.3.1 document how the Services will transfer to the Replacement Contractor(s) and/or the Authority, including details of how the CONTRACTOR will provide the AUTHORITY with assistance to ensure (to the extent that such matters are within the Contractor's control) that the Services continue without interruption following the termination or expiry of this Contract and 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);
 - 4.3.2 specify the scope of the Retender Services and Transition Services that may be required for the benefit of the AUTHORITY (including such of the services

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- set out in paragraph 6.3.1 below as are applicable) and detail how such services would be provided (if required), during the Retender Period and the Transition Assistance Period (respectively);
- 4.3.3 set out procedures to deal with requests made by the AUTHORITY and/or a Replacement Contractor(s) for staffing information.
 - 4.3.4 address each of the issues set out in this Schedule to facilitate the transition of the Services from the CONTRACTOR to the Replacement Contractor(s) and/or the AUTHORITY with the aim of ensuring that there is no disruption to or degradation of the Services during the Retender Period and the Transition Assistance Period;
 - 4.3.5 provide a timetable and identify critical issues for providing the Transition Services; and
 - 4.3.6 set out the management structure to be put in place and employed during the Transition Assistance Period.
 - 4.3.7 IPR & transferrable assets
- 4.4 The CONTRACTOR will review and (if appropriate) update the Exit Plan in the first month of each contract year (commencing in the second (2nd) contract year) to reflect changes in the Services. Following such update the CONTRACTOR will submit the revised Exit Plan to the AUTHORITY for review. Within 30 days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan, based on the principles set out in this Schedule and the changes that have occurred in the Services since the Exit Plan was last agreed. If the Parties are unable to agree the contents of the revised Exit Plan within that thirty (30) day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

5. Retender Services

General

- 5.1 During the Retender Period or such shorter period as may be agreed between the AUTHORITY and the CONTRACTOR (such agreement not to be unreasonably withheld or delayed), the CONTRACTOR shall continue to provide the Services prior to the termination or expiry of the Contract (as applicable) and shall, at the request of the AUTHORITY pursuant to paragraph 5.6.1, provide the Retender Services.
- 5.2 During the Retender Period, the Contractor shall, in addition to providing the Services and the Retender Services, provide to the AUTHORITY any reasonable assistance requested by the AUTHORITY to allow the 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(s). The CONTRACTOR will use all reasonable endeavours to reallocate resources to provide these services without additional costs.
- 5.3 During the Retender Period prior to the expiry or termination of the Contract, the CONTRACTOR shall ensure that the Services will be provided at no detriment to the Service Levels, save to the extent that the Parties agree otherwise in accordance with paragraph 5.4.
- 5.4 Where the CONTRACTOR demonstrates to the AUTHORITY's reasonable satisfaction that transition of the Services during the Retender Period prior to the expiry or termination of the Contract will have a material, unavoidable adverse effect on the CONTRACTOR's ability to meet a particular Service Level(s), the Parties shall vary the

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relevant Service Level(s) and/or the applicable Service Credits to take account of such adverse effect.

5.5 Scope of the Retender Services

5.5.1 The Retender Services to be provided by the CONTRACTOR shall include (without limitation) such of the following as the AUTHORITY may specify:

- (a) delivering to the AUTHORITY problem tracking/resolution documentation and status reports relating to the twelve (12) month period immediately prior to the commencement of the Retender Services;
- (b) providing details of work volumes and staffing requirements over the twelve (12) month period immediately prior to the commencement of the Retender Services;
- (c) providing the AUTHORITY with any problem logs which have not previously been provided to the AUTHORITY;
- (d) providing assistance and expertise as necessary to examine all governance and reports in place for the performance of the Services and re-writing and implementing these during the Retender Period;
- (e) analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas;
- (f) in respect of the maintenance and support of the CONTRACTOR System, providing historical performance data for the previous twelve (12) months;
- (g) the provision of an information pack listing and describing the Services, (including any relevant interface information, key support contact details for third party supplier personnel under any third party contracts to be assigned or novated to the AUTHORITY or a Replacement Contractor(s) for use by the AUTHORITY in the procurement of the Replacement Services);
- (h) answering all reasonable questions from the AUTHORITY and/or its potential Replacement Contractors regarding the Services; and
- (i) delivering up-to-date Registers to the AUTHORITY at the AUTHORITY's request and on reasonable notice, no more than once in each three (3) month period.

5.6 Notification of Requirements for Retender Services

5.6.1 The AUTHORITY shall be entitled to require the provision of Retender Services by notifying the CONTRACTOR in writing ("**Retender Assistance Notice**") at least three (3) months prior to the date of termination or expiry of this Contract or as soon as reasonably practicable but in any event, not later than one (1) month following the service by either party of any notice to terminate. The Retender Assistance Notice shall specify the:

- (a) date from which Retender Services are required;
- (b) the nature of the Retender Services required; and

Official Sensitive Contract

- (c) the period during which it is anticipated that the Retender Services will be required which shall not continue after the date on which the AUTHORITY appoints the Replacement Contractor.

6. Transition Services

6.1 Notification of Requirements for Transition Services

- 6.1.1 During the Transition Assistance Period or such shorter period as the AUTHORITY may require, the CONTRACTOR shall continue to perform the Services and shall, at the request of the AUTHORITY pursuant to Paragraph 6.1.5 **Error! Reference source not found.**, provide the Transition Services.
- 6.1.2 During the Transition Assistance Period, the CONTRACTOR shall, in addition to performing the Services, provide to the AUTHORITY any reasonable assistance requested by the AUTHORITY to allow the 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(s). The CONTRACTOR will use all reasonable endeavours to reallocate resources to provide these services without additional costs.
- 6.1.3 During the Transition Assistance Period, the CONTRACTOR shall ensure that the Services will be performed at no detriment to the Service Levels, save to the extent that the Parties agree otherwise in accordance with paragraph 6.1.4.
- 6.1.4 Where the CONTRACTOR demonstrates to the AUTHORITY's reasonable satisfaction that transition of the Services during the Transition Assistance Period will have a material, unavoidable adverse effect on the CONTRACTOR's ability to meet a particular Service Level, the Parties shall vary the relevant Service Levels and/ or the applicable Service Credits to take account of such adverse effect.
- 6.1.5 The AUTHORITY shall be entitled to require the provision of Transition Services by notifying the CONTRACTOR in writing ("**Transition Assistance Notice**") at least four (4) months prior to the date of termination or expiry of this Contract or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either party of any notice to terminate. The Transition Assistance Notice shall specify the:
 - (a) date from which Transition Services are required which shall be no earlier than the date of termination or expiry of this Contract;
 - (b) the nature of the Transition Services required; and
 - (c) the period during which it is anticipated that Transition Services will be required which shall continue no longer than twelve (12) months after the date that the CONTRACTOR ceases to provide the Services.
- 6.1.6 The AUTHORITY shall have an option to extend the period of assistance beyond the period specified in the Transition Assistance Notice provided that such extension shall not extend for more than twelve (12) months after the date the CONTRACTOR ceases to provide the Services or, if applicable, beyond the end of the Transition Assistance Period and provided that it shall notify the CONTRACTOR to such effect no later than twenty (20) Working Days prior to the date on which the provision of Transition Services is otherwise due to expire. The AUTHORITY shall have the right to terminate its requirement for Transition Services by serving not less than twenty (20) Working Days' written notice upon the CONTRACTOR to such effect.

Official Sensitive Contract

6.2 Termination Obligations

- 6.2.1 The Parties acknowledge that the migration of the Services from the CONTRACTOR to the AUTHORITY and/or its Replacement Contractor(s) may be phased as set out in the Exit Plan, such that certain of the Services are handed over before others.
- 6.2.2 Within thirty (30) days after service of notice of termination by either party or not more than seven (7) and no less than six (6) months prior to the expiry of this Contract, the CONTRACTOR will submit for the AUTHORITY's approval the Exit Plan in a final form that could be implemented in accordance with the timescales set out in the Exit Plan.
- 6.2.3 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within thirty (30) days following its delivery to the AUTHORITY then such dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form Exit Plan, the CONTRACTOR will provide the Transition Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as this still applies).
- 6.2.4 The CONTRACTOR shall comply with all of its obligations contained in the Exit Plan and shall, upon termination or expiry of this Contract provide to the AUTHORITY up-to-date business process documentation.
- 6.2.5 At the end of the Transition Assistance Period (or earlier if this does not adversely affect the CONTRACTOR's performance of the Services and the Transition Services and its compliance with the other provisions of this Schedule):
- (a) the CONTRACTOR will return to the AUTHORITY such of the following as is in the CONTRACTOR's possession or control:
 - (b) all copies of the AUTHORITY software and any other software licensed by the AUTHORITY to the CONTRACTOR under this Contract;
 - (c) any parts of the ICT Environment and any other equipment which belongs to the AUTHORITY; and
 - (d) any items that have been on-charged to the CONTRACTOR, such as consumables;
 - (e) the CONTRACTOR shall vacate any AUTHORITY premises;
 - (f) the CONTRACTOR shall cease to use the AUTHORITY's name or brand as permitted under the terms of this Contract; and
 - (g) each party will return to the other party all Confidential Information of the other party and will 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 Transition Services.
- 6.2.6 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the AUTHORITY to the CONTRACTOR in relation to the Services shall be terminated with effect from the end of the Transition Assistance Period.

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6.3 Scope of the Transition Services

- 6.3.1 The Transition Services to be provided by the CONTRACTOR shall include (without limitation) such of the following services as the AUTHORITY may reasonably specify:
- (a) ceasing all non-critical software changes (by agreement with the AUTHORITY);
 - (b) notifying the Sub-contractors of procedures to be followed during the Transition Assistance Period and providing management to ensure these procedures are followed;
 - (c) providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that are appropriate for use by the AUTHORITY and/or Replacement Contractor(s) after the end of the Transition Assistance Period;
 - (d) with respect to work in progress as at the end of the Transition Assistance Period, documenting the current status and stabilising for continuity during transition;
 - (e) providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Transition Assistance Period;
 - (f) providing support to the AUTHORITY and/or any Replacement Contractor(s) during transition;
 - (g) making available to the AUTHORITY and/or the Replacement Contractor(s) expertise to analyse training requirements and provide all necessary training for the use of tools by such staff as are nominated by the AUTHORITY (acting reasonably) at the time of termination or expiry. A documented plan is to be separately provided for this activity and agreed with the AUTHORITY at the time of termination or expiry;
 - (h) agreeing with the AUTHORITY a handover plan for all of the CONTRACTOR's responsibilities as set out in the Security Plan. The CONTRACTOR will co-operate fully in the execution of the agreed plan, providing skills and expertise of a suitable standard;
 - (i) managing its own security environment during the Transition Assistance Period;
 - (j) the provision of details of physical and logical security processes for use by the AUTHORITY and/or the Replacement Contractor(s);
 - (k) delivering copies of the production databases (with content listings) to the AUTHORITY's and/or the Replacement Contractor's operations staff (on appropriate media) as reasonably requested by the AUTHORITY;
 - (l) assisting with the loading of the production databases;
 - (m) assisting in the execution of a parallel operation until the effective date of expiry or termination of this Contract;

Official Sensitive Contract

- (n) delivering copies of the production databases (with content listings) to the AUTHORITY's and/or the Replacement Contractor's operations staff (on appropriate media) as reasonably requested by the AUTHORITY;
- (o) assisting with the loading of the production databases;
- (p) assisting in the execution of a parallel operation until the effective date of expiry or termination of this Contract;
- (q) assisting in the execution of a parallel operation of the maintenance and support of the CONTRACTOR System until the end of the Transition Assistance Period or as otherwise specified by the AUTHORITY (provided that these Services end on a date no later than the end of the Transition Assistance Period);
- (r) providing support to the AUTHORITY and/or a Replacement Contractor(s) in relation to any Relevant Transfer;
- (s) migrating AUTHORITY Data to the AUTHORITY and/or a Replacement Contractor(s);
- (t) answering all reasonable questions from the AUTHORITY and/or its Replacement CONTRACTOR regarding the Services;
- (u) agreeing with the AUTHORITY and/or the Replacement Contractor(s) a plan for the migration of the AUTHORITY Database to the AUTHORITY and/or the Replacement Contractor(s). The CONTRACTOR will fully cooperate in the execution of the agreed plan, providing skills and expertise of a reasonably acceptable standard;
- (v) the provision of access to the AUTHORITY and/or the Replacement Contractor(s) during the Transition Assistance Period and for a period not exceeding six (6) months afterwards for the purpose of the smooth transfer of the Services to the AUTHORITY and/or the Replacement Contractor(s):
 - (i) to information and documentation relating to the transferring Services that is in the possession or control of the CONTRACTOR or its sub-contractors (and the CONTRACTOR agrees and shall procure that its sub-contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
 - (ii) following reasonable notice and during the Contractor's normal business hours, to:
 - members of the CONTRACTOR Staff who have been involved in the provision or management of the Services and who are still employed or engaged by the CONTRACTOR or its sub-contractors; and
 -
 - the CONTRACTOR sites (to the extent reasonably necessary to enable the AUTHORITY or the Replacement Contractor(s) to understand the scope and the nature of the transferring Services).

6.4 Disputes Relating to Retender Services and Transition Services

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Where there is any dispute between the Parties regarding the manner in which the Retender Services and/or Transition Services are to be performed, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

7. Knowledge Transfer

- 7.1 During the Transition Assistance Period, the CONTRACTOR will:
- 7.1.1 transfer all training material and provide reasonable appropriate training to those AUTHORITY and/or Replacement Contractor(s) staff responsible for internal training in connection with the provision of the Services;
 - 7.1.2 provide for transfer to the AUTHORITY and/or the Replacement Contractor(s) of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and
 - 7.1.3 provide the CONTRACTOR and/or Replacement Contractor(s) with access to such members of the CONTRACTOR's or its sub-contractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the CONTRACTOR or its sub-contractors.
- 7.2 To facilitate the transfer of knowledge from the CONTRACTOR to the AUTHORITY and/or its Replacement Contractor(s), the CONTRACTOR shall provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures to the operations personnel of the AUTHORITY and/or the Replacement Contractor(s).
- 7.3 The information which the CONTRACTOR shall provide to the AUTHORITY and/or its Replacement Contractor(s) pursuant to paragraph 7.1 above will include:
- 7.3.1 copies of up-to-date procedures and operations manuals;
 - 7.3.2 product information;
 - 7.3.3 agreements with third party suppliers of goods and services which are to be transferred to the AUTHORITY, if any;
 - 7.3.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the AUTHORITY pursuant to this Schedule;
 - 7.3.5 information regarding any unresolved faults in progress at the commencement of the Transition Assistance Period as well as those expected to be in progress at the end of the Transition Assistance Period;
 - 7.3.6 details of physical and logical security processes and tools which will be available to the AUTHORITY; and
 - 7.3.7 any relevant interface information.
- 7.4 During the Transition Assistance Period the CONTRACTOR shall grant any agent or personnel (including employees, consultants and contractors) of the Replacement Contractor(s) and/or the AUTHORITY access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:
- 7.4.1 any such agent or personnel (including employees, consultants and contractors) having access to any Sites under this Paragraph shall sign a

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confidentiality undertaking in favour of the CONTRACTOR (in such form as the CONTRACTOR shall reasonably require); and

7.4.2 the AUTHORITY and/or the Replacement Contractor(s) shall pay the reasonable, proven and proper costs of the CONTRACTOR incurred in facilitating such access.

8. Contractor Staff

- 8.1 The AUTHORITY and CONTRACTOR agree and acknowledge that in the event of the CONTRACTOR ceasing to provide the Services or part of them for any reason paragraphs 8.2 – 8.5 below will apply.
- 8.2 The CONTRACTOR will not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any Staff engaged in the provision of the Services from transferring their employment to the AUTHORITY and/or its Replacement Contractor(s).
- 8.3 During the Transition Assistance Period, the CONTRACTOR will give the AUTHORITY and/or its Replacement Contractor(s) reasonable access to the CONTRACTOR's Personnel to present the case for transferring their employment to the AUTHORITY and/or its Replacement Contractor(s).
- 8.4 The CONTRACTOR will immediately notify the AUTHORITY or, at the direction of the AUTHORITY, the Replacement Contractor(s) 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.
- 8.5 The CONTRACTOR will not re-employ or re-engage or entice any employees, CONTRACTORS or sub-CONTRACTORS whose employment or engagement is transferred to the AUTHORITY and/or its Replacement Contractor(s) for a period of twelve (12) Months from the date of transfer, provided that this restriction shall not apply in respect of individuals who have responded to general advertisements without being directly approached by or on behalf of the CONTRACTOR.

SCHEDULE 4: DISPUTE RESOLUTION PROCEDURE

1. Introduction

- 1.1 The Dispute Resolution Procedure shall start with the service of a Notice of Dispute (“**Notice of Dispute**”). The Notice of Dispute shall: set out the material particulars of the Dispute;
- (a) set out the reasons why the Party serving the Notice of Dispute believes that the Dispute has arisen;
 - (b) elect (subject to the provisions of paragraph 1.5 below) whether the Dispute should be dealt with under the Standard Dispute Timetable or the Expedited Dispute Timetable as set out in the Appendix to this Schedule; and
 - (c) if the Party serving the Notice of Dispute believes that the Dispute should be dealt with under the Expedited Dispute Timetable, explain the reason why.
- 1.2 Unless agreed otherwise, the CONTRACTOR and the AUTHORITY shall each continue to meet their respective obligations under this Contract regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure.
- 1.3 Subject to paragraph 2.5, the Parties shall seek to resolve Disputes firstly by commercial negotiation (as prescribed in paragraph 2 below), then by mediation (as prescribed in paragraph 3 below) and lastly by recourse to litigation (in accordance with Clause K2 (Governing Law and Jurisdiction)). Specific issues may be referred to Expert determination (as prescribed in paragraph 14 below) where appropriate.
- 1.4 The time periods set out in the Dispute Resolution Timetable as outlined in the appendix within this schedule 4 shall apply to all Disputes unless the Parties agree in writing that an alternative timetable should apply in respect of a specific Dispute.
- 1.5 The Parties may only agree to use the Expedited Dispute Timetable in exceptional circumstances where the use of the Standard Dispute Timetable would be unreasonable, including (by way of example) where one party would be materially disadvantaged by a delay in resolving the Dispute. If the Parties are unable to reach agreement on the use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Notice of Dispute then the use of this timetable shall be at the sole discretion of the AUTHORITY.
- 1.6 If at any point it becomes clear that an applicable deadline set out in the Dispute Resolution Timetable cannot be met or has passed, the Parties may agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying start of the subsequent stages set out in the Dispute Resolution Timetable by the period agreed in the extension.

2. Commercial Negotiations

- 2.1 Subject to paragraph 2.5, the Parties shall use all reasonable endeavours to settle any Dispute between them in good faith and in accordance with the procedure set out in this paragraph 2.
- 2.2 In the first instance, the AUTHORITY and the CONTRACTOR will use all reasonable endeavours to resolve all Disputes as soon as possible, at the lowest level in the project structure in which they can best be managed. Where either Party considers that a Dispute cannot be resolved within acceptable timescales the dissatisfied Party may escalate the Dispute to the next level in the partnering structure in accordance with the

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following escalation process (illustrated below), provided that the Parties shall not repeat this process in respect of a Dispute relating to an exception that has been escalated already in accordance with this process:

Escalation Process
Service Manager; then
Contract Manager; then
Head of Commercial

- 2.3 The speed of escalation and resolution of Disputes during this commercial negotiations stage will be judged by reference to the seriousness and operational impact of the issue and should be agreed in writing between the Parties (but in default of agreement at the discretion of the AUTHORITY (acting reasonably). The timescale for resolving Disputes by commercial negotiations shall be as set out in the applicable section of the Dispute Resolution Timetable.
- 2.4 If the Parties have not settled the Dispute in accordance with the Escalation Process and the time period provided in paragraph 7.1 then the Parties shall refer the matter to mediation in accordance with paragraph 3 of this Schedule.
- 2.5 If either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution or that the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this paragraph 2, that Party shall serve a written notice to that effect and the Parties shall proceed to mediation in accordance with paragraph 3.

3. Mediation

- 3.1 In the event that a Dispute between the Parties cannot be resolved by commercial negotiation in accordance with paragraph 2 the Parties shall attempt to resolve it in accordance with CEDR's model mediation procedure.
- 3.2 If the Parties are unable to agree on the joint appointment of a Mediator within the timescale specified in the applicable section of the Dispute Resolution Timetable, they shall make a joint application to CEDR to nominate the Mediator.
- 3.3 The Mediator, after consultation with the Parties where appropriate, will:
- (a) attend any meetings with either or both of the Parties preceding the mediation, if requested or if the Mediator decides this is appropriate and the Parties agree;
 - (b) read before the mediation each case summary and all the documents sent to him;
 - (c) chair, and determine the procedure for the mediation;
 - (d) assist the Parties in drawing up any written settlement agreement; and
 - (e) abide by the terms of CEDR's model mediation procedure and CEDR's code of conduct for mediators.
- 3.4 The Mediator (and any member of the Mediator's firm or company) will not act for either of the Parties individually in connection with the Dispute in any capacity during the Contract Period. The Parties accept that in relation to the Dispute neither the Mediator nor CEDR is an agent of, or acting in any capacity for, any of the Parties. Furthermore,

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the Parties and the Mediator accept that the Mediator (unless an employee of CEDR) is acting as an independent CONTRACTOR and not as an agent or employee of CEDR.

4. CEDR

- 4.1 Unless otherwise agreed, the Parties will use all reasonable endeavours to ensure that CEDR, in conjunction with the Mediator, will make the necessary arrangements for the mediation including, as necessary:
- (a) nominating, and obtaining the agreement of the Parties to, the Mediator;
 - (b) organising a suitable venue and dates;
 - (c) organising exchange of the Case Summaries and documents;
 - (d) meeting with either or both of the Parties (and the Mediator if appointed), either together or separately, to discuss any matters or concerns relating to the mediation; and
 - (e) general administration in relation to the mediation.
- 4.2 If there is any issue about the conduct of the mediation upon which the Parties cannot agree within a reasonable time, CEDR will, at the request of any party, decide the issue for the Parties, having consulted with them.
- 4.3 The parties agree to notify the Mediator that they wish to observe the relevant timescales set out in the Dispute Resolution Timetable.

5. Participants

For the purposes of the mediation, each Party will state the names of:

- (a) the person(s) who will be the lead negotiator(s) for that Party, who must have full AUTHORITY to settle the Dispute; and
- (b) any other person(s) (such as professional advisers, colleagues or sub-contractors) who will also be present at, and/or participating in, the mediation on that Party's behalf.

6. Exchange of Information

- 6.1 Each Party will send to CEDR at least two (2) weeks before the mediation, or such other date as may be agreed in writing between the Parties and CEDR, sufficient copies of:
- (a) its case summary; and
 - (b) all the documents to which the case summary refers and any others that may be referred to in the mediation.
- 6.2 In addition, each Party may send to the Mediator (through CEDR) and/or bring to the mediation further documentation which it wishes to disclose in confidence to the Mediator but not to any other party, clearly stating in writing that such documentation is confidential to the Mediator and CEDR.
- 6.3 The Mediator will be responsible for sending a copy of each Party's case summary and supporting documents (provided by each Party pursuant to paragraph 4.1) to the other simultaneously.
- 6.4 The Parties shall agree:
- (a) the maximum number of pages of each case summary; and

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- (b) a joint set of supporting documents or the maximum length of each set of supporting documents.

7. The Mediation

- 7.1 The mediation will take place at the time and place agreed between the Parties and the Mediator which shall be within the timescale specified in the applicable section of the Dispute Resolution Timetable. If the mediation cannot be arranged within the relevant timescale the Parties shall treat the delay as though they had agreed an extension to the Dispute Resolution Timetable in accordance with paragraph 1.6.
- 7.2 The Mediator will chair, and determine the procedure at, the mediation.
- 7.3 No recording or transcript of the mediation will be made.
- 7.4 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if all the Parties so request and the Mediator agrees, the Mediator will produce for the Parties a non-binding recommendation on terms of settlement. This will not attempt to anticipate what a court might order but will set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 7.5 The Parties shall notify CEDR that the maximum duration for the mediation meeting shall be as set out in the applicable section of the Dispute Resolution Timetable.

8. Settlement Agreement

- 8.1 Any settlement reached in the mediation will not be legally binding until it has been agreed in writing and signed by, or on behalf of, the Parties (in accordance with the Variation process set out in Clause H3 where appropriate). Any settlement agreement must be finalised within the timescales specified in the Dispute Resolution Timetable unless the parties agree an extension to the Dispute Resolution Timetable in accordance with paragraph 1.6. The Mediator may assist the Parties in recording the outcome of the mediation.

9. Termination

- 9.1 The mediation will terminate when:
 - (a) a Party withdraws from the mediation;
 - (b) a written settlement agreement is concluded;
 - (c) the Mediator decides that continuing the mediation is unlikely to result in a settlement; or
 - (d) the Mediator decides he should retire for any of the reasons in CEDR's code of conduct.

10. Stay of Proceedings

- 10.1 Any litigation in relation to the Dispute may be commenced or continued notwithstanding the mediation unless the Parties agree otherwise in writing or a court so orders.

11. Confidentiality

- 11.1 Every person involved in the mediation will keep confidential and not use for any collateral or ulterior purpose:
 - (a) information that the mediation is to take place or has taken place, other than to inform a court dealing with any litigation relating to the Dispute that a mediation is to take place or has taken place in relation to that Dispute; and

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- (b) all information (whether given orally, in writing or otherwise) arising out of, or in connection with, the mediation including the fact of any settlement and its terms.
- 11.2 All information (whether given orally, in writing or otherwise) arising out of, or in connection with, the mediation will be without prejudice, privileged and not admissible as evidence or disclosable in any current or subsequent litigation or other proceedings whatsoever. This does not apply to any information, which would in any event have been admissible or disclosable in any such proceedings.
- 11.3 Paragraphs 11.1 and 11.2 shall not apply insofar as any such information is necessary to implement and enforce any settlement agreement arising out of the mediation.
- 11.4 None of the Parties to the mediation will call the Mediator or CEDR (or any employee, consultant, officer or representative of CEDR) as a witness, consultant, arbitrator or expert in any litigation or other proceedings whatsoever without the prior written agreement of the Parties. The Parties to the mediation shall procure that the Mediator and CEDR accept an obligation under which they will not voluntarily act in any such capacity without the prior written agreement of the parties.

12. Mediator's fees and expenses

- 12.1 CEDR's fees (which include the Mediator's fees) and the other expenses of the mediation will be borne equally by the Parties. Payment of these fees and expenses will be made to CEDR in accordance with its fee schedule and terms and conditions of business.
- 12.2 Each Party will bear its own costs and expenses of its participation in the mediation.

13. Exclusion of Liability

- 13.1 Neither the Mediator nor CEDR shall be liable to the Parties for any act or omission in connection with the services provided by them in, or in relation to, the mediation, unless the act or omission is shown to have been in bad faith.

14. Expert Determination

- 14.1 If the Contract expressly requires a Dispute to be referred to expert determination or the Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to an ICT technical, financial technical or other technical nature as the Parties agree and the Dispute has not been resolved using the Escalation Process or mediation pursuant to paragraph 7, then either Party may request (which request will not be unreasonably withheld or delayed) by written notice to the other that the Dispute is referred to an Expert for determination.
- 14.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree in writing within the timescales specified in the Dispute Resolution Timetable, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the President of the Law Society.
- 14.3 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

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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 necessary remedial acts and/or 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;
- (f) the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid; and
- (g) the Expert (and any member of the Expert's firm or company) will not act for either of the Parties individually in connection with the Dispute in any capacity during the Contract Period. The Parties accept that in relation to the Dispute the Expert is not an agent of, or acting in any capacity for, any of the Parties.

15. Urgent Relief

- 15.1 Nothing in this Schedule shall prevent either Party from seeking injunctive relief at any time.

Dispute Resolution Timetable

Disputes will be escalated in accordance with the following timetable:

Stage	Standard Dispute Timetable	Expedited Dispute Timetable
Time permitted for resolution of Dispute by commercial negotiations pursuant to paragraph 2.3 of this Schedule from the date of the Notice of Dispute	one (1) month	ten (10) Working Days
Period of time in which Dispute is to be referred to mediation in accordance with paragraph 2.5	ten (10) Working Days	five (5) Working Days
Time permitted in paragraph 3.2 to agree the appointment of the Mediator	ten (10) Working Days	five (5) Working Days
Period of time in which Mediator may convene the mediation meeting from the date of appointment in accordance with paragraph 7.1	thirty (30) Working Days	twenty (20) Working Days
Maximum duration of mediation meeting in accordance with paragraph 7.1	three (3) Working Days	one (1) Working Day
Period of time in which the mediation settlement is to be recorded in writing and signed by the parties in accordance with paragraph 7.4	ten (10) Working Days	five(5) Working Days

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SCHEDULE 5: CONTRACT MANAGEMENT & GOVERNANCE

General

1. The CONTRACTOR must provide high levels of customer service and support which are consistent with the AUTHORITY's position as a "customer of first resort". This includes a level of operational and management support which ensures smooth communication, timely progress reporting and problem escalation procedures, and access to Key Personnel.

Roles and Responsibilities

2. The CONTRACTOR must always ensure that appropriately qualified and experienced Staff acts as **Contract Manager**.
3. The CONTRACTOR's **Contract Manager** has the following responsibilities:
 - (a) overall responsibility for the Contract;
 - (b) ensuring the Services are maintained to a professional and quality standard;
 - (c) carrying out proper supervision and quality review of all assignments and reporting arrangements;
 - (d) immediate involvement in problem escalation of less straightforward issues;
 - (e) longer-term strategic issues, including overall methodology.
4. The CONTRACTOR will provide a **Service Manager** to be responsible for coordination of all day to day data collection activities, and to act as prime contact for the AUTHORITY on operational service matters. The principal duties of the **Service Manager** shall include:
 - (a) day to day liaison with the AUTHORITY;
 - (b) meeting delivery and performance targets;
 - (c) data processing issues;
 - (d) management of the CONTRACTOR's project team.
5. The **Service Manager** will be available normally between 9am and 5.30pm, and the CONTRACTOR will ensure that adequate contingency plans are in place to cover the absence of the **Service Manager** and that of other Key Personnel. The AUTHORITY may require Service Manager to be available outside of the normal office hours.
6. The **AUTHORITY shall** manage the operation and delivery of the Services by a **Service Control Team (SCT)** headed by a **Service Delivery Manager**. He/she will be responsible for day to day management of the service provision, all Authority-related information and facilities, and the focal point for any Service queries.
7. The CONTRACTOR will provide the SCT with reasonable access to the CONTRACTOR's premises, Staff and documentation, to enable them to manage any major problems which may arise in the quality of the Service provided. This will be at the CONTRACTOR's expense.
8. The AUTHORITY's **Service Delivery Manager** will have the following responsibilities:
 - (a) first line of formal contact with the CONTRACTOR on day to day matters;
 - (b) resolution of routine queries and problems;
 - (c) referring problems to AUTHORITY senior management where appropriate;

Official Sensitive Contract

- (d) ensuring timely resolution of referred issues.

Complaints Procedures

9. Any complaints by the AUTHORITY concerning any aspect of the Services shall be dealt with sensitively and promptly by the CONTRACTOR.
10. The AUTHORITY's **Service Delivery Manager** shall also act as the first point of contact for concerns by the CONTRACTOR of Delays or Service deficiencies outside its control which may impair the CONTRACTOR's ability to meet the requirements of the Contract.

11. Contract Management Mechanisms

- 11.1 The CONTRACTOR shall develop, operate, maintain and amend, as agreed with the AUTHORITY, processes for:
- 11.2 the identification and management of risks. The CONTRACTOR shall prepare and maintain a Contract and operational risk register in accordance with the AUTHORITY's instructions. The CONTRACTOR shall identify risks, allocate risk mitigation action and ownership, and report to the AUTHORITY on progress on mitigation at applicable risk review meetings to be agreed between the CONTRACTOR and the AUTHORITY.
- 11.3 the identification and management of issues;
- 11.4 monitoring and controlling project plans;
- 11.5 benefit management; and
- 11.6 document control and management.

12. Governance

- 12.1 The CONTRACTOR shall be governed through:

- (a) Service review meetings

12.2 Service Review Panel

- 12.2.1 The role of the Service Panel is, but is not limited to-

- (a) Discuss forthcoming work pressures and priorities.
- (b) Discuss revisions to existing data supplies and dissemination options.
- (c) Discuss options for new functionality.

12.3 Structure of the Service Panel-

AUTHORITY Members	Chair person- [REDACTED] Contract Manager – [REDACTED] Other Attendees- [REDACTED]
CONTRACTOR Members	To be identified by the Contractor
First Review Meeting	16 th June 2016
Frequency of Review	Every 3 Months
Location of Review	Audio or video conference or site

SCHEDULE 6 - IMPLEMENTATION PLAN

SS.2 Implementation and Order Procedure for e-vouchers (15%)

Overview

The AUTHORITY has a spreadsheet that contains a list of email addresses that require e vouchers to be issued to. It is desirable that any order of adhoc vouchers is fulfilled within a maximum one week of request; Or within the SLA if fulfilling complete voucher process.

Requirement

The BIDDER must provide details of their implementation and ordering procedure including details of how this is conducted (i.e. database, online portal etc) and lead time between call off and delivery of vouchers.

Response

All orders can be fulfilled within 1 week of request – please see separate attachment 'Voucher SLAs' for further details on fulfilment timeframes.

SCHEDULE 7: PRICING & INVOICING PROCEDURE

1. GENERAL PROVISIONS

DEFINITIONS

- 1.1 This Schedule details:
- 1.1.1 the Charges for the Services under this Contract; and
 - 1.1.2 the payment terms/profile for the Charges;
 - 1.1.3 the invoicing procedure; and
 - 1.1.4 the procedure applicable to any adjustments of the Charges.

2. CONTRACT CHARGES

The Charges which are applicable to this Contract are set out in Annex 1. The Contractor acknowledges and agrees that in accordance with this Schedule Charges can in no event exceed the prices set out in Annex

3. COSTS AND EXPENSES

- 3.1 The Charges include all costs and expenses relating to the Services and/or the
- 3.2 CONTRACTOR's performance of its obligations under this Contract and no further amounts shall be payable by the AUTHORITY to the CONTRACTOR in respect of such performance, including in respect of matters such as:
- 3.2.1 any incidental expenses that the CONTRACTOR incurs, 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; or
 - 3.2.2 any amount for any services provided or costs incurred by the CONTRACTOR prior to the Commencement Date.

4. CONTRACTOR REQUEST FOR INCREASE OF THE CONTRACT CHARGES

- 4.1 The CONTRACTOR may request an increase in all or part of the Charges in accordance with the remaining provisions of this paragraph 5 subject always to:
- 4.1.1 paragraph 2.2 of this Schedule;
 - 4.1.2 the CONTRACTOR's request being submitted in writing at least three (3) Months before the effective date for the proposed increase in the relevant Charges ("**Review Adjustment Date**") which shall be subject to paragraph 5.2 of this Schedule; and
 - 4.1.3 the Approval of the AUTHORITY which shall be granted in the AUTHORITY's sole discretion.

5. PAYMENT TERMS

- 5.1 The AUTHORITY will make payments to the CONTRACTOR on a monthly in arrears basis to carry out the provision of the Services specified in Schedule 1 (Services Specifications).
- 5.2 The CONTRACTOR shall invoice the AUTHORITY within thirty (30) days of the end of each calendar month and all invoices should be clearly addressed to the AUTHORITY's Representative:-

Accounts Payable
Office for National Statistics
Room 2.101
Government Buildings
Cardiff Road
Newport NP10 8XG

- 5.3 Invoices must not have copies attached and shall indicate or contain the following:
- (a) the Service title that have been satisfactorily delivered;
 - (b) the AUTHORITY's Contract and purchase order numbers;
 - (c) VAT shall be shown separately;
 - (d) only valid VAT invoices shall be processed for payment. Any invoice which does not meet VAT criteria shall be rejected;
 - (e) apply (if relevant) any Service Credits or Delay Payments due relating to the Services;
 - (f) the amount on the invoice accurately and fully itemises the Services to the period to which it relates and in accordance with the agreed charging structure.
- 5.4 The AUTHORITY will not be liable to pay an invoice if it does not comply with the requirements in paragraph 5.3 above, but will return the said invoice in a reasonable time to the CONTRACTOR for appropriate remedial action. The payment period will not be considered to have begun until the amended invoice has been received by the AUTHORITY, and is valid.
- 5.5 Payment shall be made by the AUTHORITY to the CONTRACTOR, in the lawful currency of the United Kingdom, within thirty (30) calendar days from receipt of the undisputed invoices. Where the Services are provided for a firm price, the Charges shall be the amount set out in the specification. The CONTRACTOR shall invoice the AUTHORITY for the Charges that are payable in accordance with the terms of the Contract.
- 5.6 If the AUTHORITY fails to pay the CONTRACTOR undisputed sums of money within thirty (30) calendar days from the receipt of a validly issued invoice the CONTRACTOR shall:
- 5.6.1 notify the AUTHORITY in writing of such failure to pay and provide details of the invoice concerned;
 - 5.6.2 allow the AUTHORITY to make prompt payment of such undisputed sums; and

5.6.3 allow the AUTHORITY to provide details of the grounds for why the invoice is disputed.

5.7 Any queries regarding invoicing and progress of payments should be directed to the contacts shown at paragraph 5.2 above. Invoices attached to letters shall have the AUTHORITY and the address in full as above typed on the invoice.

6 ACCOUNTING PROCEDURES

6.1 It will be the CONTRACTOR's responsibility to ensure a duly authorised senior finance official will certify that the amounts claimed are attributable wholly and exclusively to work relating to the Contract and wholly represent net charges not borne or claimed from any other body or individual.

6.2 It will be the CONTRACTOR's responsibility to maintain records of costs and supporting documentation, agreed with the AUTHORITY, which will be available for inspection by the AUTHORITY.

6.3 The CONTRACTOR shall maintain up to date management and financial information relating to the Contract. Such information shall be supplied annually to the AUTHORITY at the end of the contract year. In addition, at the request of the AUTHORITY, the CONTRACTOR shall also provide up to date information to support the AUTHORITY's budget planning process for the following year.

ANNEX 1: CONTRACT CHARGES

SS.7.1 You must submit your prices, excluding VAT, for the duration of the contract. We have used the table below for comparative purpose only, the volumes will vary annually.

Approximate annual volume of printed vouchers	Year 1 (including any volume discounts)	Year 2 (including any volume discounts)	Year 3 (including any volume discounts)	Any remaining applicable charges	Total
100 x £5 Vouchers	██████	██████	██████	Please see below note re non-redemption savings	██████
5000 x £10 Vouchers	██████	██████	██████	Please see below note re non-redemption savings	██████

Non-redemption savings note:

Based on historical programmes, we would expect circa ██████ non-redemption of e-cheques. This would provide a potential saving of ██████ per annum to the ONS for the full ██████ vouchers.

Item	Non-Redemption
Set Up	██████
E-Cheque Issuance ██████	██████
Voucher Value	██████
Non-Redemption Savings ██████	██████
E-Code Issuance ██████	██████
Total	██████

SS.7.2 In addition to this table, please provide a full pricing schedule and include any volume related discounting structure that is available.

SS.7.3 If there are various solutions/ options available in your bid please include pricing for each.

SS.7.4 Any charges not included above will be considered waived.

SCHEDULE 8: COMMERCIALY SENSITIVE INFORMATION

[Details of any commercially sensitive information communicated to the AUTHORITY in advance, and if known the dates that the information will remain commercially sensitive –NOT TO BE USED

SCHEDULE 9: SERVICE LEVELS & SERVICE CREDITS

1. SCOPE

1.1 This Schedule sets out the Service Levels which the CONTRACTOR is required to achieve when delivering the Services, the mechanism by which Service Level Failures will be managed and the method by which the CONTRACTOR's performance of the Services will be monitored. This Schedule comprises:

- (a) Part A: Service Levels;
- (b) Annex 1: Service Levels & Service Credits Table;
- (c) Part B: Performance Monitoring.

PART A

Service Levels

1. GENERAL PROVISIONS

- 1.1** The CONTRACTOR's Representative shall proactively manage the Services to ensure that all Service Levels are met throughout the Contract Period.
- 1.2** The CONTRACTOR shall provide support and advice through the CONTRACTOR's Representative, where required on matters relating to:
- 1.2.1 Quality of the Service
 - 1.2.2 Timely delivery of the Service;
 - 1.2.3 Turnaround times of all Services;
 - 1.2.4 Risks to delivery of the Service;;
 - 1.2.5 AUTHORITY Support; and
 - 1.2.6 Accurate and timely billing.
- 1.3** The CONTRACTOR accepts and acknowledges that failure to meet the Service Levels set out in this Schedule will result in Service Credits being issued to the AUTHORITY.

2. PRINCIPAL POINTS

- 2.1** The objectives of the Service Levels are to:
- 2.1.1 ensure that the Services are of a consistently high quality and meet the requirements of the AUTHORITY;
 - 2.1.2 provide a mechanism whereby the AUTHORITY can attain meaningful recognition of inconvenience and/or loss resulting from the CONTRACTOR 's failure to deliver the level of Service for which it has contracted to deliver; and
 - 2.1.3 ensure that the CONTRACTOR meets the Service Levels and remedies any failure to meet the Service Levels expeditiously.

3. SERVICE LEVELS AND SERVICE LEVEL FAILURES

- 3.1** The Annex 1 to Part A of this Schedule sets out Service Levels the performance of which the Parties have agreed to measure.
- 3.2** The CONTRACTOR shall monitor its performance of each of the Services referred to in Annex 1 to Part A by reference to the Service Level(s) for that part of the Service and shall send the AUTHORITY a report detailing the level of service which was achieved in accordance with the provisions of Part B of this Schedule.
- 3.3** The CONTRACTOR shall, at all times, provide the Services in such a manner that the Service Level for each Service is achieved.

- 3.4** In the event of a Service Level failure or if the CONTRACTOR has reasonable grounds to believe that it will not be able to achieve Service Levels, the CONTRACTOR shall:
- 3.4.1 immediately notify the AUTHORITY in writing;
 - 3.4.2 immediately take all remedial action that is reasonable to mitigate the impact on the AUTHORITY and to rectify or prevent the Service Level failure from taking place or recurring;
 - 3.4.3 if action taken under 3.4.1 and 3.4.2 has not already remedied the Service Level failure, provide the AUTHORITY with a correction plan (the "Correction Plan") within five (5) Working Days (or such other period as the Parties agree in writing) from the day the CONTRACTOR notifies the AUTHORITY under paragraph 3.4.1. The CONTRACTOR will set out in the Correction Plan the action that it will take to:
 - 3.4.3.1 rectify or prevent the Service Level failure; and
 - 3.4.3.2 prevent the Service Level failure from recurring; and
 - 3.4.3.3 obtain the AUTHORITY's Approval of such Correction Plan; and
 - 3.4.3.4 carry out the Correction Plan Approved under paragraph 3.4.3.3 in accordance with its terms.
- 3.5** Approval and implementation of any Correction Plan by the AUTHORITY shall not relieve the CONTRACTOR of any responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation.
- 3.6** If the level of performance of the CONTRACTOR of any element of the Services during the Contract Period:
- 3.6.1 fails to achieve a Service Level in respect of any element of the Service, then the AUTHORITY shall make a deduction from the Charges by applying Service Credits; or
 - 3.6.2 constitutes a Critical Service Failure, the AUTHORITY shall be entitled to terminate this Contract pursuant to Clause J1.7 and/or seek damages in addition to any Service rebates which are already payable by the CONTRACTOR to the AUTHORITY.

4. MINIMUM SERVICE LEVELS

- 4.1** The CONTRACTOR must meet the [REDACTED] Service Levels listed below:
- a) Accurate and timely (pre-scheduled date) despatch of £5 unconditional paper vouchers to the correct address
 - b) Accurate and timely despatch of £10 to the correct email address - within 4 days of receipt of electronic file
 - c) Accurate and timely despatch of e-vouchers to the correct email address within 4 days of receipt of electronic file
 - d) Monthly MI - Accurate and timely MI to the customer
 - e) Ad hoc MI - on receipt of request from the Authority MI to be received within 4 working days
 - f) Invoicing - Accurate and timely invoicing to the customer

4.2 Performance measurement

4.2.1 The performance of the CONTRACTOR will be measured for each of the following performance attributes:

- a) Quality of management information
- b) Responsiveness to queries
- c) Timeliness of data delivery
- d) Quality of data delivered

The agreed set of Service Levels is used to measure the quality of the collection, and Contractor performance. These are reviewed on an annual basis.

5. SERVICE CREDITS

5.1 Annex 1 to this Part A of this Schedule sets out the formula used to calculate a Service Credit payable to the AUTHORITY as a result of a Service Level failure in a given service period which, for the purpose of this Schedule, shall be a recurrent period of **one Month** during the Contract Period (the “**Service Period**”).

5.2 Annex 1 to this Part A of this Schedule includes details of each Service Credit available to each Service Level performance criterion if the applicable Service Level performance measure is not met by the CONTRACTOR.

5.3 The AUTHORITY shall use the Performance Monitoring Reports supplied by the CONTRACTOR under Part B (Performance Monitoring) of this Schedule to verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Service Period.

5.4 Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The CONTRACTOR shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in Annex 1 of Part A of this Schedule.

6. NATURE OF SERVICE CREDITS

6.1 The CONTRACTOR confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Charges. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

ANNEX 1 TO PART A: SERVICE LEVELS AND SERVICE CREDIT TABLE

<p>Timeliness: Timeliness refers to the time of despatch of the vouchers. For the purpose of measuring timeliness, a working day is defined as Monday through Friday, 09:00 to 17:00 hours; timeliness of despatch after 17:00 shall be treated as 09:00 the following working day.</p>	
<p><u>Target:</u> The £5 vouchers will be sent to the AUTHORITY (or recipients addresses) on pre-determined date.</p>	<p><u>Service Credit:</u> Up to one (1) day overdue █████ of the order value. Thereafter a █████ of the order value per day up to 3 days overdue.</p>
<p><u>Target:</u> The £10 vouchers will be sent to the AUTHORITY (or recipients addresses) within four (4) days following order placement (or receipt of electronic file).</p>	<p><u>Service Credit:</u> Up to one (1) day overdue █████ of the order value. Thereafter a █████ of the order value per day up to 3 days overdue.</p>

PART B
Performance Monitoring

1. Principal Points

- 1.1. This Part B provides the methodology for monitoring the Services:
- (a) to ensure that the CONTRACTOR is complying with the Service Levels; and
 - (b) for identifying any failures to achieve Service Levels in the performance of the CONTRACTOR and/or provision of the Services ("**Performance Monitoring System**").
- 1.2. Within twenty (20) Working Days of the Commencement Date the CONTRACTOR shall provide the AUTHORITY with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

2. Reporting of Service Level Failures

- 2.1. The CONTRACTOR shall report all failures to achieve Service Levels and any Critical Service Failure to the AUTHORITY in accordance with the processes agreed in paragraph 1.2 above.

3. Performance Monitoring And Performance Review

- 3.1. The CONTRACTOR shall provide the AUTHORITY with reports in accordance with the process and timescales agreed pursuant to paragraph 1.2 above which shall contain, as a minimum, the following information in respect of the relevant period just ended:
- 3.2. for each Service Level, the actual performance achieved over the Service Level for the relevant period;
 - 3.3. a summary of all failures to achieve Service Levels that occurred during that period;
 - 3.4. any Critical Service Failures and details in relation thereto;
 - 3.5. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.6. the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.7. such other details as the AUTHORITY may reasonably require from time to time.
- 3.8. The Parties shall attend meetings ("**Performance Review Meetings**") to discuss Service Level reports ("**Performance Monitoring Reports**") on a Monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the CONTRACTOR and the AUTHORITY of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
- 3.9. take place within one (1) week of the reports being issued by the CONTRACTOR;

- 3.10. take place at such location and time (within normal business hours) as the AUTHORITY shall reasonably require unless otherwise agreed in advance;
- 3.11. be attended by the CONTRACTOR'S Representative and the AUTHORITY Representative; and
- 3.12. be fully minuted by the CONTRACTOR. The prepared minutes will be circulated by the CONTRACTOR to all attendees at the relevant meeting and also to the AUTHORITY Representative and any other recipients agreed at the relevant meeting. The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the CONTRACTOR'S representative and the AUTHORITY Representative at each meeting.
- 3.13. The AUTHORITY shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
- 3.14. The CONTRACTOR shall provide to the AUTHORITY such supporting documentation as the AUTHORITY may reasonably require in order to verify the level of the performance by the CONTRACTOR and the calculations of the amount of any Credit for any specified period.

4. Quarterly Performance Review Meetings

- 4.1 The AUTHORITY's Service delivery manager and the CONTRACTOR's Service Manager shall meet quarterly (to review service levels and incidents reported in the previous quarter) and agree how improvements shall be effected.
- 4.2 A typical agenda for such meetings would include:
 - (a) Reporting on action points;
 - (b) Management Information
 - (c) Voucher delivery
- 4.3 The CONTRACTOR shall produce a record of review meetings to be signed off by the AUTHORITY.

6. Quality and Performance Reports

- 6.1 As input to the quarterly management review meetings, the CONTRACTOR shall provide a written progress report to the AUTHORITY which will include the following information:
 - (a) a quality report written by the CONTRACTOR's Service Manager, detailing all aspects of the delivery of incentives including data processing, timing and quality
- 6.2 The format of these reports will be reviewed regularly, and any changes to format or detail will be agreed between the two Parties prior to its introduction.

7. Financial Information

- 7.1 The CONTRACTOR will inform the AUTHORITY in writing of any significant event that may, in the opinion of the CONTRACTOR, have a serious adverse effect on the long term financial viability of the CONTRACTOR, with a statement of the likely financial impact and time thereof. Such a statement to be given by the CONTRACTOR within 14 days of the CONTRACTOR becoming aware of the event.

8. Security of Data

8.1 Quality indicators the AUTHORITY shall monitor include:

- a) security of data:

- b) security of data: off-site archiving for disaster recovery.

P&MM Response:

Please see attachments 'p&mm Data Protection Policy - v1.5 November 2014' and 'p&mm Data Protection Policy - Client & Participant Data' for details on the protection of any information passed to us by the ONS, including the destruction of data. In addition, please see attachment 'p&mm Privacy Policy'.

Please also find attached 'p&mm ISO 27001 Certificate - July 2015' for confirmation of our ISO27001 status

Email is generated from our Systems encrypted and sent to our external email filtering service via [REDACTED]

The email filtering service then send the email on to its end destination using opportunistic [REDACTED] which means if the end destination supports it, it will be encrypted if they don't it won't. It is at this point we can see if it has been delivered successfully or not but we then have no further visibility.

SCHEDULE 10 - KEY PERSONNEL

The CONTRACTOR's key personnel are:-

- ██████████ - Operations Executive
- ██████████ - Operations Manager
- ██████████ - Business Development Manager

The addresses for notices referred to in Clause H8.3 are:

AUTHORITY Representative:

Service Delivery Manager – ██████████

Commercial Contract Manager – ██████████

Office for National Statistics

██████████
Government Buildings
Cardiff Road
Newport NP10 8XG

Notices to the CONTRACTOR:

Contact name: ██████████

Address: Avalon House, Breckland, Linford Wood, MK14 6LD

Tel: ██████████

Mobile:

E-mail: ██████████

SCHEDULE 11 – STANDARDS

1. INTRODUCTION

1.1 This Schedule sets out the Standards with which the CONTRACTOR shall comply in its provision of the Services and details the CONTRACTOR's obligations to comply with future Government requirements and standards.

1.2 Glossary of Terms:

BS	British Standard
EN	European Norm
ISO	International Organisation for Standardisation

2. COMPLYING WITH FUTURE GOVERNMENT REQUIREMENTS AND STANDARDS

2.1. The CONTRACTOR shall comply with future Government requirements and Standards in accordance with any Government guidance issued during the Contract Period and as developed and updated, from time to time.

3. CURRENT STANDARDS

3.1. The CONTRACTOR shall at all times comply with the standards referred to in this Schedule.

3.2. The CONTRACTOR shall use the best applicable techniques and Standards and perform the Services with all reasonable care, skill and diligence, and in accordance with Good Industry Practice.

3.3. The CONTRACTOR warrants and represents that all Staff assigned to the performance of the Services shall possess and exercise such qualifications, skill and experience as are necessary for the proper performance of the Services.

3.4. The CONTRACTOR shall undertake its obligations arising under this Contract in accordance with the BS EN ISO 9001 Quality Management System standard or equivalent, and all other quality and technical standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies), that a skilled and experienced operator in the same type of industry or business sector as the CONTRACTOR would reasonably and ordinarily be expected to comply with and any other applicable quality Standards, Government codes of practice and guidance.

4. INFORMATION SECURITY

4.1 The CONTRACTOR shall undertake its obligations arising under this Contract in accordance with the ISO 27001 Information Security Management Standard or equivalent.

4.2 The CONTRACTOR shall ensure that all Services intended for the transmission of protectively marked material or for the protection of systems accredited to store or process protectively marked material shall be protected and delivered to the Standards set out in the Manual of Protective Security (MPS) or equivalent.

4.3 All other Services shall comply with the Information Age Government Security Framework or equivalent.

5. VERSION CONTROL

- 5.1 Within twenty (20) working days of the Commencement Date (or such other period specified in the Implementation Plan or agreed by the Parties in writing), the CONTRACTOR shall develop procedures which ensure that only the correct release or version of a deliverable can be delivered to the AUTHORITY. The CONTRACTOR shall provide a copy of the draft procedures to the AUTHORITY for its Approval. On receipt of such Approval, the CONTRACTOR shall then operate those procedures.

6 SUSTAINABLE INFRASTRUCTURE

- 6.1 The CONTRACTOR undertakes to follow a sound environmental management policy so that its activities comply with all applicable environmental legislation and regulations and that the Services are procured, produced, delivered and are capable of being used, in ways that are appropriate from an environmental protection perspective.
- 6.2 The CONTRACTOR warrants that it has obtained ISO 14000/14001 or equivalent certification for its environmental management and shall comply with and maintain such certification requirements throughout the Contract Period.

7 PORTFOLIO, PROGRAMME AND PROJECT MANAGEMENT

- 7.1 The CONTRACTOR shall generally make use of PRINCE2 and MSP methodology or such other equivalent methodology as required by each AUTHORITY (acting reasonably), supplemented where appropriate by the tools and methods of the CONTRACTOR's own project management methodologies.

SCHEDULE 12: VARIATION FORM

Variation Form No:


.....

BETWEEN:

The Office for National Statistics (the AUTHORITY)

and

THE CONTRACTOR

1. This Contract is varied as follows and shall take effect on the date signed by both Parties:

2. Words and expressions in this Variation shall have the meanings given to them in this Contract.
3. This Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the AUTHORITY

Signature _____
Date _____
Name (in Capitals) _____
Address _____

.....
Signed by an authorised signatory to sign for and on behalf of the CONTRACTOR

Signature _____
Date _____
Name (in Capitals) _____
Address _____

.....

SCHEDULE 13 - VALUE FOR MONEY

1. BACKGROUND

- 1.1 The CONTRACTOR acknowledges that the AUTHORITY wishes to ensure that the Services represent value for money to the taxpayer throughout the Contract Period.
- 1.2 This Schedule 13 (Value for Money) sets out the benchmarking processes to ensure this Contract represents value for money throughout the Contract Period.
- 1.3 Glossary of Terms:

Benchmark Report	means the report produced by the CONTRACTOR following the Benchmark Review;
Benchmark Review	means a review of the Services carried out in accordance with paragraphs 2.1 to 2.3 of this Schedule to determine whether those Services represent Good Value;
Benchmarked Rates	means the rates for the Services that the CONTRACTOR elects to include in a Benchmarking Review, based on forecast frequency of use;
Benchmarked Services	means such Services having been subject to one or more benchmarking exercises;
Comparable Rates	means rates payable by the Comparison Group for Comparable Services so as to be a fair comparable rate with the Charges;
Comparison Group	means a sample group of organisations providing Comparable Services which consists of organisations which are either of similar size to the CONTRACTOR or which are similarly structured in terms of their business and their services offering so as to be fair comparators with the CONTRACTOR or which are best practice organisations;
Comparable Services	means services that are identical or materially similar to the benchmarked Services (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar and services exist in the market, the CONTRACTOR shall propose an approach for developing a comparable services benchmark;
Equivalent Rates Data	means data derived from an analysis of the Comparable Rates provided by the Comparison Group;
Good Value	means that: the Charges attributable to a benchmarked Services are, having taken into account the Service Levels, within the Upper Quartile;
Upper Quartile	means: in respect of Charges - that based on an analysis of Equivalent Rates Data, the Charges for the Benchmarked Services, as compared to the range of prices for Comparable Services, are within the top 25% in terms of best value for money for the recipients or Comparable Services;

2. BENCHMARKING

2.1 Frequency Purpose and Scope of Benchmark Review

- 2.1.1 The AUTHORITY requires the CONTRACTOR to carry out Benchmark Reviews of the Services.
- 2.1.2 The AUTHORITY shall not be entitled to request a Benchmark Review during the first eighteen (18) months from the Commencement Date nor at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 2.1.3 The purpose of a Benchmark Review will be to establish whether the Benchmarked Rates are, individually and/or as a whole, Good Value.
- 2.1.4 The rates that are to be the Benchmarked Rates will be identified by the AUTHORITY in writing.

2.2 Benchmarking Process

- 2.2.1 Subject to the CONTRACTOR receiving request from the AUTHORITY requiring the CONTRACTOR to carry out Benchmark Review, the CONTRACTOR shall produce and send to the AUTHORITY for Approval, a draft plan for the Benchmark Review.
- 2.2.2 The plan must include:
 - 2.2.2.1 a proposed timetable for the Benchmark Review;
 - 2.2.2.2 a description of the benchmarking methodology to be used;
 - 2.2.2.3 a description that demonstrates objectively and transparently that the benchmarking methodology to be used is capable of fulfilling the benchmarking purpose; and
 - 2.2.2.4 a description of how the CONTRACTOR will scope and identify the Comparison Group.
- 2.2.3 The AUTHORITY must give notice in writing to the CONTRACTOR within ten (10) Working Days after receiving the draft plan, advising whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan. The AUTHORITY may not unreasonably withhold or delay its Approval of the draft plan and any suggested amendments must be reasonable.
- 2.2.4 Where the AUTHORITY suggests amendments to the draft plan under paragraph 2.2.3, the CONTRACTOR must produce an amended draft plan. Paragraph 2.2.2 shall apply to any amended draft plan.
- 2.2.5 Once it has received the Approval of the draft plan, the CONTRACTOR shall:
 - 2.2.5.1 finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the CONTRACTOR's professional judgment using:

- 2.2.5.1.1 market intelligence;
- 2.2.5.1.2 the CONTRACTOR's own data and experience;
- 2.2.5.1.3 relevant published information; and
- 2.2.5.1.4 information from other suppliers on Comparable Rates;
- 2.2.5.2 from an analysis of the Comparable Rates derive the Equivalent Rates Data;
- 2.2.5.3 using the Equivalent Rates Data calculate the Upper Quartile;
- 2.2.5.4 determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 2.2.6 The CONTRACTOR agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 2.2.7 In carrying out the benchmarking analysis the CONTRACTOR may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Rates Data:
 - 2.2.7.1 the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 - 2.2.7.2 exchange rates;
 - 2.2.7.3 major events;
 - 2.2.7.4 any other factors reasonably identified by the CONTRACTOR, which, if not taken into consideration, could unfairly cause the Contractor's pricing to appear non-competitive.

2.3 Benchmarking Report

- 2.3.1 The CONTRACTOR shall prepare a Benchmarking Report and deliver it to the AUTHORITY at the time specified in the plan Approved under paragraph 2.2.3 of this Schedule, setting out its findings. Those findings shall be required to:
 - 2.3.1.1 include a finding as to whether or not a Benchmarked Rate and/or whether the Benchmarked Rates as a whole are, Good Value;
 - 2.3.1.2 if any of the Benchmarked Rates are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Rate or the Benchmarked Rates as a whole Good Value; and
 - 2.3.1.3 include sufficient detail and transparency so that the AUTHORITY can interpret and understand how the CONTRACTOR has calculated whether or not the

Benchmarked Rates are, individually or as a whole, Good Value.

- 2.3.2 The Parties agree that any changes required to this Contract identified in the Benchmarking Report may be implemented at the direction of the AUTHORITY in accordance with Schedule 7 (Pricing & Invoicing Procedure).

SCHEDULE 14 - BUSINESS CONTINUITY AND DISASTER RECOVERY

1. PURPOSE OF THIS SCHEDULE

- 1.1 This Schedule sets out the AUTHORITY's requirements for ensuring continuity of the business processes and operations supported by the Services in circumstances of Services disruption or failure and for restoring the delivery of the Services through business continuity and as necessary disaster recovery procedures. It also includes the requirement on the CONTRACTOR to develop, review, test, change and maintain a BCDR Plan in respect of the Services.
- 1.2 The BCDR Plan shall be divided into three parts:
 - 1.2.1 Part A which shall set out general principles applicable to the BCDR Plan ("**General Principles**").
 - 1.2.2 Part B which shall relate to business continuity ("**Business Continuity Plan**"); and
 - 1.2.3 Part C which shall relate to disaster recovery ("**Disaster Recovery Plan**"); and
- 1.3 The BCDR Plan shall detail the processes and arrangements which the CONTRACTOR shall follow to ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services and the recovery of the Services in the event of a disaster.

DEVELOPMENT OF BCDR PLAN

- 1.4 The BCDR Plan shall unless otherwise required by the AUTHORITY in writing, be based upon and be consistent with the provisions of Parts A, B and C of this Schedule 14 (Business Continuity and Disaster Recovery). The CONTRACTOR shall ensure that its Sub-Contractors' Business Continuity and Disaster Recovery plans are integrated with the BCDR Plan.

PART A - GENERAL PRINCIPLES AND REQUIREMENTS

1. The BCDR Plan shall:

- 1.1 set out how its business continuity and disaster recovery elements link to each other;
- 1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the Services;
- 1.3 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;
- 1.4 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;
- 1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), email, phone and fax) for both portable and desk top configurations, where required by the AUTHORITY;
contain a risk analysis, including:
 - 1.5.1 failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - 1.5.2 identification of any single points of failure within the Services and processes for managing the risks arising there from;
 - 1.5.3 identification of risks arising from the interaction of the Services with the services provided by a Related Supplier; and
 - 1.5.4 a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- 1.6 provide for documentation of processes, including business processes, and procedures;
- 1.7 set out key contact details (including roles and responsibilities) for the CONTRACTOR (and any Sub-Contractors) and for the AUTHORITY;
- 1.8 identify the procedures for reverting to "normal service";
- 1.9 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;
- 1.10 identify the responsibilities (if any) that the AUTHORITY has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 1.11 provide for the provision of 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.

2. The BCDR Plan

- 2.1 shall be designed so as to ensure that:
 - 2.1.1 the Services are provided in accordance with the Contract at all times during and after the invocation of the BCDR Plan; and
 - 2.1.2 the adverse impact of any disaster, Service Level Failure, or disruption on the operations of the AUTHORITY is minimal as far as reasonably possible;
- 2.2 The BCDR Plan must be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the Services.
- 2.3 The CONTRACTOR shall not be entitled to any relief from its obligations under the Service Levels or to any increase in the Contract Charges to the extent that a disaster occurs as a consequence of any breach by the CONTRACTOR of this Contract.

PART B - BUSINESS CONTINUITY ELEMENT - PRINCIPLES AND CONTENTS

1. Business Continuity Plan

- 1.1 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:
 - 1.1.1 the alternative processes, (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and
 - 1.1.2 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.
- 1.2 The Business Continuity Plan shall address the various possible levels of failures of or disruptions to the Services and the services to be provided and the steps to be taken to remedy the different levels of failure and disruption. The Business Continuity Plan shall also clearly set out the conditions and/or circumstances under which the Disaster Recovery Plan is invoked.

PART C - DISASTER RECOVERY ELEMENT - PRINCIPLES AND CONTENTS

1. Disaster Recovery Plan

- 1.1 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.
- 1.2 The CONTRACTOR will supply a level of contingency which, in the event that a disaster affects the whole of its site critical services, will ensure the prompt re-establishment of such Services within 24 hours of any disaster (other than one of national proportions).
- 1.3 The Disaster Recovery Plan shall only be invoked upon the occurrence of a disaster.
- 1.4 The Disaster Recovery Plan shall include the following;
 - 1.4.1 the technical design and build specification of the Disaster Recovery System;
 - 1.4.2 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 Disaster Recovery Services and any testing of the same including but not limited to the following:
 - 1.4.2.1 data centre and disaster recovery site audits;
 - 1.4.2.2 backup methodology and details of the CONTRACTOR's approach to data back-up and data verification;
 - 1.4.2.3 identification of all potential disaster scenarios;
 - 1.4.2.4 risk analysis;
 - 1.4.2.5 documentation of processes and procedures;
 - 1.4.2.6 hardware configuration details;
 - 1.4.2.7 network planning including details of all relevant data networks and communication links;
 - 1.4.2.8 invocation rules;
 - 1.4.2.9 Services recovery procedures;
 - 1.4.2.10 steps to be taken upon Services resumption to address any prevailing effect of the Services failure or disruption;
 - 1.4.2.11 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;
 - 1.4.2.12 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;

- 1.4.3 The CONTRACTOR shall also contribute to the development of a joint disaster recovery plan with the AUTHORITY, to plan for scenarios over which joint ownership of disaster recovery is considered most appropriate.
- 1.5 In the event that the CONTRACTOR becomes insolvent, goes into liquidation, or is otherwise unable to continue to provide the data collection services, the AUTHORITY will invoke its Disaster Plan. This will ensure the continuity of the data collection and processing, until a suitable replacement CONTRACTOR can be selected. The plan will include the following provisions:
- (a) full documentation of the CONTRACTOR's procedures;
 - (b) flow charts and system documentation for all software;
 - (c) access to personnel;
 - (d) access to hardware for the purpose of data collection and transmission.

2 PROVISION, REVIEW AND AMENDMENT OF THE BCDR PLAN

- 2.1 The CONTRACTOR shall provide a draft of the BCDR Plan within twenty (20) Working Days following the Commencement Date.
- 2.2 The CONTRACTOR shall review part or all of the BCDR Plan (and the risk analysis on which it is based):
- 2.2.1 on a regular basis and as a minimum once every six (6) Months;
 - 2.2.2 within three (3) Months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 4 of this Schedule; and
 - 2.2.3 where the AUTHORITY requests any additional reviews by notifying the CONTRACTOR to such effect in writing, whereupon the CONTRACTOR shall conduct such reviews in accordance with the AUTHORITY's written requirements. The costs of both Parties for any such additional reviews will be met by the AUTHORITY.
- 2.3 Each review pursuant to paragraph 2.1 of the BCDR Plan shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan and shall also have regard to the occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the CONTRACTOR within the period required by the BCDR Plan or if no such period is required within such period as the AUTHORITY shall reasonably require. The CONTRACTOR shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the AUTHORITY a report ("**Review Report**") setting out:
- 2.3.1 the findings of the review;
 - 2.3.2 any changes in the risk profile associated with the Services; and

2.3.3 the CONTRACTOR's proposals ("**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.

2.4 The CONTRACTOR shall as soon as is reasonably practicable after receiving the AUTHORITY's approval of the CONTRACTOR's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the CONTRACTOR's Proposals. Any such change shall be at the CONTRACTOR's expense unless it can be reasonably shown that the changes are required because of a material change to the project's risk profile.

3 TESTING OF THE BCDR PLAN

3.1 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 Period).

3.2 Following each test, the CONTRACTOR shall send to the AUTHORITY a written report summarising the results of the test and shall promptly implement any actions or remedial measures which the AUTHORITY considers to be necessary as a result of those tests.

3.3 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.

3.4 The CONTRACTOR shall ensure that any use by it or any Sub-Contractor 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.

3.5 The CONTRACTOR shall, within twenty (20) Working Days of the conclusion of each test, provide to the AUTHORITY a report setting out:

3.5.1 the outcome of the test;

3.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

3.5.3 the CONTRACTOR's proposals for remedying any such failures.

3.6 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 and set out in such notice.

3.7 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 Schedule 14 or otherwise.

- 3.8 The CONTRACTOR shall also perform a test of the BCDR Plan as part of the commissioning of the Services.

4 INVOCATION OF THE BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

- 4.1 In the event of a complete loss of service or in the event of a disaster, the CONTRACTOR shall immediately invoke the BCDR Plan (and shall inform the AUTHORITY promptly of such invocation). In all other instances the CONTRACTOR shall only invoke or test the BCDR Plan with the prior consent of the AUTHORITY.
- 4.2 Following a request from the AUTHORITY, the CONTRACTOR shall provide a written Incident report and the BCDR Plan review following a plan invocation, but in any event within twenty (20) Working Days of full business recovery.

Form of Contract

DECLARATIONS BY THE TENDERER (TO BE SIGNED AND RETURNED BY THE TENDERER)

DECLARATIONS

TO: [REDACTED]

PROPOSAL TO PROVIDE PROVISION OF INCENTIVES – LOT1 Printed Vouchers / LOT 2 vouchers [REDACTED]

REFERENCE NUMBER: [REDACTED]

Form of Tender

We have examined the invitation to tender ("ITT") dated [REDACTED] and all accompanying annexes. This Tender is made subject to the terms of the ITT, including but not limited to the instructions to Tenderers.

We declare that the information provided in our submission to the pre-qualification questionnaire (the "PQQ") has not materially changed. We tender against the requirements, and offer to enter into a contract with the Authority comprising the following:

the Services/Goods Information, including our technical response to the ITT

the Terms and Conditions ;

the Pricing Document , including our commercial response to the ITT; and

the legally binding contract .

Accordingly, this Tender is a contractual offer capable of acceptance by the Contracting Authority. If the Contracting Authority accepts this Tender, we will execute any agreement that the Contracting Authority produces to record in one place the offer and acceptance.

We undertake to keep the Tender open for acceptance by the Contracting Authority for a period of ninety (90) days from the Tender Return Deadline.

Non-collusive tendering

In recognition of the principle that the essence of tendering is that the Contracting Authority shall receive bona fide competitive Tenders from all those tendering, we certify that this Tender is a bona fide Tender that is intended to be competitive.

We have not fixed or adjusted the amount of this Tender under, or in accordance with, any agreement or arrangement with any other person.

We have not done, and we undertake that, we will not do at any time before the hour specified for the return of the Tender any of the following acts:

communicate to a person other than the Contracting Authority the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);

agree with any person that they shall refrain from tendering or as to the amount of any Tender to be submitted; and

offer to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender any act or thing of the sort described above.

Conflicts of interest

We acknowledge that we are responsible for ensuring that no conflicts of interest exist between us (and our advisers) and the Contracting Authority.

So far as any possible conflict of interest has arisen, we have notified the Contracting Authority promptly in writing of that potential conflict of interest and have taken any steps agreed with the Contracting Authority to avoid the conflict.

We acknowledge that if we fail to comply with this requirement, we may be disqualified from the procurement at the discretion of the Contracting Authority.

Anti-canvassing confirmation

We have not canvassed or solicited any member, officer or employee of the Contracting Authority, in connection with the proposed contract award and to the best of our knowledge and belief nor has any person employed by us or acting on our behalf done any such act.

We further undertake that we will not in the future canvass or solicit any member, officer or employee of the Contracting Authority, in connection with the proposed contract and that no person employed by us or acting on our behalf will do any such act.

Name of person duly authorised to sign tenders:

Date:

Name:.....

in the capacity of:

duly authorised to sign tenders for and on behalf of:

.....

By completing this Form of Tender and submitting your Tender you have agreed that the statements in this Form of Tender are correct and that you have complied, and will continue to comply, with the Contracting Authority's policies on non-collusion, conflicts of interest and anti-canvassing.