

Dated 11<sup>th</sup> June 2021

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OFFICE FOR NATIONAL STATISTICS (1)

AND

IQVIA LTD (2)

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CONTRACT FOR COVID-19 INFECTION  
SURVEY SERVICES

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Contract Reference: PU-21-0140

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**THIS CONTRACT** is made on **11<sup>th</sup> June**

**BETWEEN**

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

**WHEREAS:**

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

**THE PARTIES THEREFORE AGREE AS FOLLOWS:**

**A GENERAL PROVISIONS**

**1 Definitions and Interpretation**

- 1.1 Unless the context otherwise requires, the interpretation and construction of this Contract shall be subject to the following provisions:
- (a) the singular shall include the plural and vice versa and reference to masculine shall include the feminine and the neuter;
- (b) a reference to any Law shall be construed as a reference to Law as amended, extended, consolidated or re-enacted from time to time;
- (c) any phrase introduced by the words "including", "includes", "in particular", "for example" or similar shall be construed as illustrative and without limitation to the generality of the related general words;
- (d) other grammatical forms of defined words or expressions have their corresponding meaning;

(e) a reference to any person shall include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity, Crown Body or other Contracting Authority;

(f) a reference to a document shall include all authorised amendments, supplements to and replacements to that document;

(g) a reference to GBP or £, shall mean pounds sterling;

(h) the words "day" and "month" mean calendar day and calendar month unless otherwise stated;

(i) a reference to any body shall:

(i) if that body is replaced by another organisation, be deemed to refer to that replacement organisation; and

(ii) if that body ceases to exist, be deemed to refer to the organisation which most nearly or substantially serves the same purpose or functions as that body;

(j) any reference in this Contract which immediately before Exit Day is a reference to (as it has effect from time to time):

(i) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

(ii) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred;

(k) the headings in this Contract are for ease of reference only and shall not affect its interpretation; and

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

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

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

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

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

**Acceptance Testing** The acceptance testing procedures specified in this Contract;

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

**Accounting Reference Date** means in each year the date to which the Supplier prepares its annual audited financial statements;

**Achieve** in respect of a Milestone, a completion of the event or task and the issue of a Milestone Achievement Certificate in respect of that Milestone; and "**Achieved**" and "**Achievement**" shall be construed accordingly;

**Affected Party** the Party seeking to claim relief in respect of a Force Majeure Event;

**Affiliate** in relation to the CONTRACTOR, a company which is a subsidiary or Holding Company of it, or any company which is a subsidiary of any such Holding Company; "subsidiary" having the meaning ascribed to it in section 1159 and Schedule 6 of the Companies Act 2006;

<b>Annexes</b>	the annexes associated with the Schedules;
<b>Approval or Approved</b>	refers to the prior written consent of the AUTHORITY's Representative;
<b>Assets</b>	a resource with economic value that a Party owns with the expectation that it will provide a future benefit;
<b>Auditor</b>	a person or a firm appointed by the AUTHORITY or the CONTRACTOR to execute an audit;
<b>Auditor General</b>	The Comptroller and Auditor General (C&AG) in the United Kingdom is the government official responsible for supervising the quality of public accounting and financial reporting. The C&AG is an officer of the House of Commons who is the head of the National Audit Office, the body that scrutinises central government expenditure;
<b>AUTHORITY Cause</b>	any breach by the AUTHORITY of any of the AUTHORITY's express obligations under this Contract (unless caused or to the extent contributed to by the CONTRACTOR, Sub-Contractor or other supplier of CONTRACTOR, or as the result of any act or omission by the AUTHORITY to which the CONTRACTOR has given its prior written consent);
<b>AUTHORITY's Data</b>	<p>(a) any Data which is supplied to the CONTRACTOR by or on behalf of the AUTHORITY;</p> <p>(b) any Data that the CONTRACTOR is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(c) any Personal Data for which the AUTHORITY is the Controller and which is processed or made available pursuant to this Contract;</p> <p>and which in all cases (a) through (c) above excludes CONTRACTOR'S Data</p>
<b>AUTHORITY Lead</b>	As detailed in Schedule 15 (Contract Variations);



<b>AUTHORITY Manager</b>	As detailed in Schedule 15 (Contract Variations);
<b>AUTHORITY's Property</b>	any property other than land and buildings, made available to the CONTRACTOR by the AUTHORITY in connection with the Contract, including materials, equipment, documents and Data;
<b>AUTHORITY's Representative</b>	the person(s) authorised to act on behalf of the AUTHORITY for the purposes of this Contract;
<b>AUTHORITY's Requirements</b>	the operational requirements, functions and characteristics of the Services as set out in this Contract;
<b>AUTHORITY's Software</b>	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;
<b>AUTHORITY System</b>	the AUTHORITY's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the AUTHORITY or the CONTRACTOR in connection with this Contract which is owned by the AUTHORITY or licensed to it by a third party and which interfaces with the CONTRACTOR's System or which is necessary for the AUTHORITY to receive the Services;
<b>Bank Holiday</b>	a bank holiday in England and Wales;
<b>Benchmarked Services</b>	has the meaning given to it in Paragraph 7.2 of Schedule 11 (Value for Money);
<b>Benchmarking</b>	has the meaning given to it in Paragraph 7.1 of Schedule 11 (Value for Money);

<b>Benchmarking Notice</b>	has the meaning given to it in Paragraph 7.2 of Schedule 11 (Value for Money);
<b>Benchmarking Partner</b>	has the meaning given to it in Paragraph 7.1 of Schedule 11 (Value for Money);
<b>Benchmarking Plan</b>	has the meaning given to it in Paragraph 7.10 of Schedule 11 (Value for Money);
<b>Benchmarking Period</b>	has the meaning given to it in Paragraph 7.11(h) of Schedule 11 (Value for Money);
<b>Benchmarking Report</b>	has the meaning given to it in Paragraph 7.11(e) of Schedule 11 (Value for Money);
<b>Benchmark Reviews</b>	any benchmarking of the Services, Charges and/or Service Levels;
<b>Best Industry Practice</b>	at any time the exercise of that high degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be expected at such time from a skilled and experienced CONTRACTOR, to a customer like the AUTHORITY, of services similar to the Services, seeking to comply with its contractual obligations and complying with applicable Laws;
<b>Best Price</b>	means in relation to the Equivalent Services provided by the comparison sample, the average of the two (2) lowest prices for the Equivalent Services as adjusted by the Benchmarking Partner to take into account such factors detailed in the Benchmarking Plan over the previous six month period;
<b>Board</b>	means the Supplier's Board of Directors;
<b>Board Confirmation</b>	means written confirmation from the Board in accordance with Paragraph 7 of Schedule 19;
<b>Breach of Security</b>	the occurrence of unauthorised access to or use of the sites, Services, CONTRACTOR System, AUTHORITY System, AUTHORITY Software or any Information Communication Technologies (ICT) or data (including AUTHORITY Data)

used by the AUTHORITY or the CONTRACTOR in connection with this Contract;

**British Parliament**

the Parliament of the United Kingdom, the supreme legislative body of the United Kingdom, the Crown dependencies and the British overseas territories. It alone possesses legislative supremacy and thereby ultimate power over all other political bodies in the UK and the overseas territories;

**Business Area Lead**

As detailed in Schedule 20 (Management Information);

**Business Continuity Event**

means an incident, whether anticipated or unanticipated, that causes an unplanned, negative deviation from the expected delivery of Services.

**Business Continuity Event**

means a programme of exercising and testing to validate over time the effectiveness of business continuity strategies and solutions documented in Business Continuity Plans created from Business Impact Analysis;

**Business Continuity Management**

means the capability to continue the delivery of Services within acceptable time frames at predefined capacity during a disruption.

**Business Continuity Management System**

means the set of interrelated or interacting elements of management to establish policies and objectives and processes to achieve those objectives. The BCMS prepares for, provides and maintains controls and capabilities for managing an overall ability to continue Service operations during disruptions.

**Business Continuity Plan**

means the documented information that guides a response to Service disruption and resumes, recovers and restores the delivery of Services consistent with its business continuity objectives;

### **Business Impact Analysis**

means the process of analysing the impact over time of a disruption on Services. The output documents the business continuity priorities and requirements;

### **Cash Flow Forecast**

A forecast of the CONTRACTOR cash inflows and outflows arising from the provision of the Services;

### **CCS**

means the Crown Commercial Service, a trading fund of the Cabinet Office;

### **Change**

means any variation to the Services following the Variation Process, including, but not limited to, removing Services, adding new Services, increasing or decreasing Services or changing the locations where the Services are to be provided; or any variation to the Contract Price;

### **Change Control Board**

a group of AUTHORITY individuals that will make decisions on whether a proposed change to a project should be approved;

### **Change in Law**

the coming into effect or repeal (without re-enactment or consolidation) in England and Wales of any Law, or any judgement of a relevant court of law which changes binding precedent in England and Wales in each case after the Commencement Date;

### **Charges**

the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 3 (Pricing);

### **Classification**

how the Government classifies information assets to ensure they are appropriately protected;

<b>Classified Information</b>	information which has been given a UK Government Classification level to ensure it has a Classification and is appropriately protected;
<b>Clause</b>	a clause within this Contract;
<b>Commencement Date</b>	the date of signature of this Contract;
<b>Commercial Manager</b>	As detailed in Schedule 7 (Contract Management);
<b>Commercially Sensitive Information</b>	<p>the information (i) listed in the Commercially Sensitive Information Schedule; or (ii) notified to the AUTHORITY in writing (prior to the commencement of this Contract), which has been clearly marked as Commercially Sensitive Information comprised of information:</p> <p>(a) which is provided by the CONTRACTOR to the AUTHORITY in confidence for the period set out in that Schedule or notification; and/or</p> <p>(b) that constitutes a trade secret;</p>
<b>Competitive</b>	means that the Charges attributable to the Benchmarked Services are no greater than the Best Price for the Equivalent Services and the Equivalent Service Levels;
<b>Confidential Information</b>	<p>(a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would likely, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all Personal Data and sensitive personal data within the meaning of the Data Protection Act 2018; and</p> <p>(b) the Commercially Sensitive Information,</p> <p>and does not include any information:</p>

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

**Conflict of Interest** the CONTRACTOR's independence and objectivity being perceived to prejudice its performance of this Contract and acts against the AUTHORITY's interests;

**Consumer Price Index** means the measure that examines the weighted average of prices of a basket of consumer goods and services, such as transportation, food, and medical care.

**Contract** this contract between the AUTHORITY and the CONTRACTOR, which consists of the documents so referenced herein;

**Contract Change Notification (CCN)** as detailed in Appendix C of Schedule 15;

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

**Contract Period** shall be as defined in Clause 3;

**Contract Price** means the fees and pass through expenses as set out in Schedule 3 (Pricing);

**Contract Year** the period of three hundred and sixty-five (365) days or three hundred and sixty-six days (366) starting on the

Commencement Date and each subsequent annual anniversary;

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

**CONTRACTOR's Background IPRs** (a) IPRs owned by the CONTRACTOR before the Commencement Date; and/or

(b) IPRs created by the CONTRACTOR independently of this Contract;

(c) Including any improvements, modifications and enhancements made to any of the foregoing (a) and (b) during the term of this Contract;

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

**CONTRACTOR Request** as detailed in Schedule 8 (Dispute Resolution);

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

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

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

**Controller** takes the meaning given in the GDPR;

**Correction Plan** the CONTRACTOR's plan for the remediation of any Test issues or the resolution of non-conformities to be agreed in accordance with paragraph I58;

<b>Cost Model</b>	the CONTRACTOR's model detailing its costs and the Charges to be made under this Contract as referenced in Schedule 3 (Pricing);
<b>Credit Rating Level</b>	means a credit rating as specified in Annex B to Schedule 19;
<b>Credit Rating Threshold</b>	A report demonstrating the CONTRACTOR and Sub-Contractors minimum Economic and Financial standing in line with Dunn & Bradstreet Failure Score >40 and Delinquency Score >75;
<b>Critical Key Performance Indicator OR Critical KPI</b>	has the meaning given to it in Schedule 4 (Service Levels);
<b>Critical Service Failure</b>	has the meaning given to it in Schedule 4 (Service Levels);
<b>Crown/Crown Body</b>	the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>Customer (Participant) Experience</b>	encompasses every aspect of the CONTRACTORS Service including the quality of customer care and full engagement experience;
<b>Data</b>	data, information, text, drawings, diagrams, images or sounds (including any databases) which are embodied in any electronic, magnetic, optical or tangible media;
<b>Data Loss Event</b>	any event that results, or may result, in unauthorised access to Personal Data held by the CONTRACTOR under this Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
<b>Data Protection Impact Assessment</b>	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;



<b>Data Protection Legislation</b>	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of Personal Data and privacy; (iii) all applicable Law about the processing of Personal Data and privacy;
<b>Data Protection Requirements</b>	As detailed in Clause 29 (Data Protection Act
<b>Data Subject</b>	takes the meaning given in the GDPR;
<b>Data Subject Access Request</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>Day</b>	A calendar day;
<b>Default</b>	any breach of the obligations of a Party (including a fundamental breach or a breach of a fundamental term) or any default, act, omission, negligence or statement of the relevant Party, its employees, representatives, agents or Sub-Contractors in connection with, or in relation to, the subject matter of this Contract and in respect of which that Party is liable to the other Party;
<b>Delay</b>	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;
<b>Delay Payments</b>	the amounts payable by the CONTRACTOR to the AUTHORITY in respect of a Delay;
<b>Deliverable Dates</b>	The date(s) on which Deliverables shall be submitted by the CONTRACTOR to the AUTHORITY;
<b>Deliverables</b>	the items, features or services to be delivered by the CONTRACTOR during the Operational Phase
<b>Devolved Administrations</b>	the Parliament of the United Kingdom statutory granting of a greater level of self-government to the Scottish Parliament, the Welsh Parliament, the Northern Ireland Assembly and to their associated executive bodies the Scottish Government,

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

**Direct Losses**

all damage, losses, indebtedness, claims, actions, cash, expenses (including the cost of legal or professional services), proceedings, demands, and charges whether arising under statute, contract or at common law but to avoid doubt, excluding Indirect Losses;

**Disclosure Scotland**

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;

**Dispute Notice**

a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;

**Dispute Resolution Procedure**

means the procedure for resolving any Disputes arising out of or in connection with this Contract, as more particularly described in Schedule 8 (Dispute Resolution);

**Disputes** any dispute, difference or question of interpretation arising out of or in conjunction with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Variation Process or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;

**Document Deliverable** are deliverables that clients and stakeholders need in order to evaluate the progress or completion of the Contract;

**Documentation** descriptions of the Services and Service Levels, technical specifications, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:

(a) is required to be supplied by the CONTRACTOR to the AUTHORITY under this Contract;

(b) is required by the CONTRACTOR in order to provide the Services; or

has been or shall be generated for the purpose of providing the Services;

**DOTAS** the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

**DPA 2018** means the Data Protection Act 2018;

**EC** means European Community;

<b>Efficiency Incentive Fund</b>	has the meaning given to it in Paragraph 6.1 of Schedule 11 (Value for Money);
<b>Emergency Notification Procedure</b>	the procedure for communication of any disruption/major event that the CONTRACTOR should implement to notify the AUTHORITY of the incident;
<b>Employment Liabilities</b>	means without limitation any costs, claims demands or expenses (including reasonable legal and other professional expenses), losses, damages, compensation and other liabilities (including any incurred as a result of an indemnity or warranty given or to be given by the AUTHORITY, the CONTRACTOR, a Sub-Contractor, a Replacement Contractor and/or a Replacement Contractor Sub-Contractor);
<b>Environmental Information Regulations</b>	the Environmental Information Regulations 2004 ("EIR"), and any subordinate regulations made under them from time to time or any superseding or amending regulations, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
<b>Equivalent Services</b>	means services that are substantially similar in all material respects to the Benchmarked Services, provided that if no identical or materially similar services exist in the market, the Benchmarking Partner shall propose an approach for developing a comparable service benchmark;
<b>Equivalent Service Levels</b>	means service levels which are comparable to the Service Levels against which the Benchmarked Services are measured provided that if no identical or materially similar service levels exist in the market, the Benchmarking Partner shall propose an approach for developing a comparable service level benchmark;
<b>ERNIC</b>	Earnings Related National Insurance Contributions;
<b>Escalation Process</b>	When either Party are unable to agree on the resolution of an issue after a good faith effort to negotiate then an escalation is pursued to resolve the issue;

<b>European Law</b>	is a system of law that is specific to the 28 members of the European Union. This system overrules the national law of each member country if there is a conflict between the national law and the EU law;
<b>Exclusive Assets</b>	those CONTRACTOR Assets used by the CONTRACTOR or a Key Sub-Contractor which are used exclusively in the provision of the Services;
<b>Exit Day</b>	shall have the meaning in the European Union (withdrawal) Act 2018;
<b>Exit Information</b>	has the meaning given to it in Paragraph 3.1 of Part A of Schedule 12 (Exit Arrangements);
<b>Exit Management</b>	the implementation of the exit strategy agreed between the Parties in accordance with this Contract;
<b>Exit Plan</b>	the plan produced and updated by the CONTRACTOR during the Contract Period in accordance with Paragraph 4 of Schedule 12 (Exit Arrangements);
<b>Exit Transferring Employees</b>	those employees of the CONTRACTOR or any Sub-Contractor who are assigned to the provision of the Services or a relevant part of the Services whose contract of employment (or Employment Liabilities in respect of whom) will be transferred to the AUTHORITY or a Replacement Contractor or a Replacement Sub-Contractor pursuant to TUPE on expiry or termination of this Contract and whose name is set out in the Final CONTRACTOR Personnel List;
<b>Expedited Dispute Timetable</b>	the reduced timetable for the resolution of Disputes set out in Schedule 8 (Dispute Resolution);
<b>Expedited Variation</b>	has the meaning given to it in Paragraph 6.1 of Schedule 15 (Contract Variations);
<b>Expert</b>	means, in relation to a Dispute, a person appointed in accordance with Schedule 8 (Dispute Resolution) to act as an expert in relation to that Dispute;

<b>Expert Determination</b>	means determination by an Expert in accordance with Schedule 8 (Dispute Resolution);
<b>Expiry Date</b>	31 <sup>st</sup> March 2022;
<b>Final CONTRACTOR Personnel List</b>	the list of all the CONTRACTOR's Staff engaged in or wholly or mainly assigned to the provision of the Services or any part of the Services at the date of any relevant transfer for the purpose of TUPE;
<b>Financial Distress Event</b>	has the meaning in Paragraph 2.1 of Schedule 19 (Financial Distress);
<b>FDE Group</b>	means the Supplier, Key Sub-contractors, the Guarantor and the Monitored Suppliers;
<b>Financial Distress Remediation Plan</b>	means a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Agreement in the event that a Financial Distress Event occurs;
<b>Financial Distress Service Continuity Plan</b>	a plan setting out how the CONTRACTOR will ensure the continued performance and delivery of the Services in accordance with this Agreement if a Financial Distress Event occurs;
<b>Financial Forecast</b>	has the meaning given to it in Paragraph 4.1 of Schedule 11 (Value for Money);
<b>Financial Indicators</b>	means the Financial Indicators set out in Paragraph 4 of Schedule 19;
<b>Financial Transparency Objectives</b>	see Schedule 11;
<b>FOIA</b>	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;

<b>Force Majeure</b>	has the meaning set out in Clause 72;
<b>Force Majeure Event</b>	an event as described in Clause 72 which affects the performance by a Party of its obligations under this Contract;
<b>Fraud</b>	any offence under Laws creating offences in respect of fraudulent acts or at common law in relation to this Contract or defrauding or attempting to defraud or conspiring to defraud the Crown;
<b>GDPR</b>	General Data Protection Regulation (Regulation (EU) 2016/679);
<b>General Anti-Abuse Rule</b>	(a) the legislation in part 5 of the Finance Act 2013; and  (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
<b>General Change in Law</b>	a change in Law which comes into effect after the Commencement Date, where the change is of a general legislative nature (including taxation or duties of any sort affecting the CONTRACTOR) or which would affect or relate to a comparable supply of services of the same or a similar nature to the supply of the Services;
<b>General Practitioner Letters</b>	the letter sent by the CONTRACTOR to the designated General Practitioner (GP);
<b>Good Industry Practice</b>	at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably and ordinarily expected at such time from a skilled and experienced CONTRACTOR, to a customer like the AUTHORITY, of services similar to the Services, seeking to comply with its contractual obligations and complying with applicable Laws;
<b>Guarantee</b>	the deed of guarantee in favour of the AUTHORITY entered into by the Guarantor on or before the execution of this Contract, or any guarantee acceptable to the AUTHORITY

that replaces it from time to time (in each case in the form set out in Schedule 16 (Guarantee));

**Guarantor** a parent company guarantee from the Guarantor in favour of the AUTHORITY and any other person who may provide a Guarantee to the AUTHORITY from time to time;

**Halifax Abuse Principle** the principle explained in the CJEU Case C-255/02 Halifax and others;

**HMG Baseline Personnel Security Standard** 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** a holding company as defined by section 1159 of the Companies Act 2006;

**Household** an address where one or more potential, accrual or former Participants reside

**HMG Security Policy Framework** the Government Security Policy Framework which is available at [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/710816/HMG-Security-Policy-Framework-v1.1.doc.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710816/HMG-Security-Policy-Framework-v1.1.doc.pdf) as amended from time to time;

**Impact Assessment (IA)** measuring the effectiveness of organisational activities and judging the significance of changes as recommended;

**Implementation Period** the period commencing from the Commencement Date until the Start Date or any other period agreed between the Parties should they determine that an Implementation Plan is required at any other time during the Contract;

**Implementation Plan** the implementation plan as set out or developed in accordance with Schedule 24 (Implementation Plan) or as may be agreed between the Parties from time to time;



<b>Implementation Services</b>	the implementation services as set out in Schedule 24 (Implementation Plan) or in accordance with an Implementation Plan the Parties may agree on during the term of this Contract;
<b>Indexation Adjustment Date</b>	occurs twelve (12) months after the Commencement Date;
<b>Indirect Losses</b>	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;
<b>Information</b>	(in the context of Clause 35) has the meaning given under section 84 of the FOIA;
<b>Intellectual Property Rights or IPRs</b>	patents, inventions, trade marks, service marks, logos, design rights (whether registerable or not), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations, whether registerable or not in any country including the United Kingdom (UK); and includes the right to sue for "passing off"; and for CONTRACTOR, such rights shall further include CONTRACTOR's Data, data models, databases, processes, know-how, trade secrets, analytical methods, procedures and techniques, manuals, personnel data, pricing, financial information, technical expertise, and software;
<b>IR35</b>	the commonly referred term for the Intermediaries legislation aimed at eliminating the avoidance of tax and ERNICs through the use of intermediaries such as service companies or partnerships;
<b>Issued Property</b>	all materials, machinery, plant, equipment (including capital equipment), software, hardware, premises, contracts, data and other resources supplied or to be supplied by the AUTHORITY to the CONTRACTOR to assist the CONTRACTOR in carrying out its obligations under this Contract as more specifically set out in Schedule 5 (Issued Property);

<b>Key Performance Indicator OR KPI</b>	each of the Key Performance Indicators set out in Schedule 4 (Service Levels);
<b>Key Personnel</b>	the Staff identified in Schedule 10 (Key Personnel) of this Contract who are considered by the AUTHORITY to be an integral part of the performance of the Services;
<b>Key Sub-Contract</b>	any Sub-Contracts identified as key to the provision of the Services in this Contract;
<b>Key Sub-Contractor</b>	means those Sub-Contractors set out in Schedule 6 (Key Sub-Contractors) or as otherwise agreed by the parties in writing from time to time;
<b>Key Sub-Contractor Financial Distress Event</b>	has the meaning in Paragraph 1.6 of Schedule 19 (Financial Distress);
<b>Law</b>	<ul style="list-style-type: none"> <li>(a) any applicable Act of Parliament;</li> <li>(b) subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978;</li> <li>(c) exercise of the royal prerogative;</li> <li>(d) any enforceable community right within the meaning of section 2 of the European Communities Act 1972;</li> <li>(e) regulatory policy, guidance or industry code;</li> <li>(f) judgement of a relevant court of law; or</li> <li>(g) directives or requirements or any Regulatory Body of which the CONTRACTOR is bound to comply;</li> </ul>
<b>LED</b>	Law Enforcement Directive (Directive (EU) 2016/680);
<b>Level 1</b>	As detailed in Schedule 7 (Contract Management);
<b>Level 2</b>	As detailed in Schedule 7 (Contract Management);
<b>Level 3</b>	As detailed in Schedule 7 (Contract Management);

<b>Liquidated Damages</b>	an amount of money, agreed upon by both Parties, that one will pay to the other in specified circumstances, such as (for example) a delay in delivering the Services;
<b>Losses</b>	all claims, demands, proceedings, litigation, settlement, judgement, interest, penalties, suits, actions, losses, damages, liabilities, charges, costs and expenses (including legal costs and disbursements on a solicitor and client basis);
<b>Malicious Software</b>	software designed to infiltrate or damage a computer system without the owner's informed consent;
<b>Management Governance Group</b>	manages the month-to-month operational and financial performance of this Contract;
<b>Management Information</b>	any information specified by the AUTHORITY which is to be provided by the CONTRACTOR as more fully specified in Schedule 20 (Management Information);
<b>Mandatory Requirement</b>	a condition set out in the Services that must be met without exception;
<b>Method Statement</b>	a document which identifies the process to be conducted;
<b>Milestone</b>	an event or task which must be completed by its relevant Milestone Date, as identified in the Implementation Plan;
<b>Milestone Achievement Certificate</b>	the certificate to be granted by the AUTHORITY when the CONTRACTOR has Achieved a Milestone;
<b>Milestone Date</b>	the date set against the relevant Milestone;
<b>Milestone Payment</b>	a payment identified in Schedule 3 (Pricing) to be made following the issue of a Milestone Achievement;
<b>Minimum Acceptable Level</b>	has the meaning set out Schedule 4 (Service Levels);
<b>Monitored Supplier</b>	means those entities specified at paragraph 4.2 of Schedule 19 (Financial Distress);
<b>Month or Monthly</b>	a calendar month;

<b>Monthly Cost Report</b>	has the meaning in Paragraph 2 of Schedule 20 (Management Information);
<b>Monthly Supplier Review Meeting</b>	has the meaning in Annex 1 of Schedule 7 (Contract Management);
<b>Multi-Party Dispute</b>	has the meaning given in Schedule 8 (Dispute Resolution);
<b>Multi- Party Procedure Initiation Notice</b>	has the meaning given in Schedule 8 (Dispute Resolution);
<b>National Audit Office</b>	an independent Parliamentary body in the United Kingdom which is responsible for auditing central government departments, government agencies and non-departmental public bodies. The NAO also carries out value for money (VFM) audits into the administration of public policy;
<b>National Security Clearance</b>	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;
<b>Net Book Value</b>	the value of an asset, considering diminutions, depreciations, and other accounting charges, as recorded in the accounts of the CONTRACTOR;
<b>Non-Exclusive Assets</b>	Assets (if any) which are used by the CONTRACTOR or a Key Sub-Contractor in connection with the Services, but which are also used by the CONTRACTOR or Key Sub-Contractor for other purposes;
<b>Non Exclusivity</b>	the right of the AUTHORITY to enter into other arrangements with other providers for the provision of any or all services which are the same as or similar to the Services, subject to such a right being exercised normally as a result of a Default of the CONTRACTOR or where exclusivity is outside the control of the AUTHORITY;
<b>NPEX</b>	means the National Pathology Exchange;
<b>Occasion of Tax Non-Compliance</b>	(a) any tax return of the CONTRACTOR submitted to a Relevant Tax Authority on or after 1 October 2012 is

found on or after 1 April 2013 to be incorrect as a result of:

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

**Open Book Data**

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

**Operational Governance Group**

manages the day-to-day performance of this Contract;

**Operational Phase**

the period commencing on the Start Date (or during the Implementation Period if agreed between the Parties) and ending on termination or expiry of this Contract for any reason;

**Optional Services**

Services which are marked as additional services / innovations and detailed in Schedule 25 (Optional Services) to this Contract;

<b>Parent Company</b>	any company which is the ultimate Holding Company of the CONTRACTOR or any other company of which the ultimate Holding Company of the CONTRACTOR is also the ultimate Holding Company and which is responsible, either directly or indirectly, for the business activities of the CONTRACTOR or which is engaged in the same or similar business to the CONTRACTOR;
<b>Participant</b>	means a survey respondent who has been invited to and registered for the survey, and has not completed all visits or withdrawn;
<b>Participant Data</b>	means any data relating to the study participants or their visits, including but not limited to personal information, appointments scheduling, test information etc. This may be stored on CONTRACTOR architecture or handheld data collection devices, for example;
<b>Participant Visit</b>	an appointment at which a CONTRACTOR study worker attends a Household to attempt to complete a survey questionnaire and collect one or more test samples from one or several Participants;
<b>Parties</b>	the AUTHORITY and the CONTRACTOR as specified at the Commencement Date and any permitted successors or assignees (and each, a " <b>Party</b> ");
<b>Pass-Through Costs</b>	the costs incurred by the CONTRACTOR who then passes these directly through to the AUTHORITY without adding any value or assuming risk, and which shall be subject to the AUTHORITY's audit provisions;
<b>Pay</b>	all emoluments and outgoings relating to employment including but not limited to PAYE, National Insurance Contributions, remuneration and benefits;
<b>PAYE</b>	tax liabilities arising out of the Pay As You Earn System;
<b>Performance Indicator OR PI</b>	while not critical to the successful outcome of the Contract, are a measure of the levels of service being achieved by the CONTRACTOR;

<b>Persistent Service Failure</b>	repeated and/or persistent breaches in performance and a level of performance on which the AUTHORITY may exercise its right to terminate this Contract;
<b>Personal Data</b>	takes the meaning given in the GDPR; Personal data is information that relates to an identified or identifiable individual.
<b>Personal Data Breach</b>	takes the meaning given in the GDPR; A Personal Data breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data. This includes breaches that are the result of both accidental and deliberate causes.
<b>PMO</b>	Project Management Office;
<b>Potential Exit Transferring Employee</b>	those persons employed or engaged by the CONTRACTOR or any Sub-Contractor who are, at the relevant time, assigned to the Services for the purposes of the application of TUPE and any person who would have been a Transferring Employee had they not objected or resigned under Regulation 4(7), 4(9) or 4(11) of TUPE;
<b>Potential Transferring Employee</b>	any Transferring Employee and any person who would have been a Transferring Employee had they not objected or resigned under Regulation 4(7), 4(9) or 4(11) TUPE;
<b>Premises</b>	the locations (including land or buildings), owned, controlled or occupied by the AUTHORITY, where the Services are to be performed;
<b>Previous Contractor</b>	any direct or indirect contractor or subcontractor of the AUTHORITY providing services which are fundamentally the same as any or all of the Services (as provided for by TUPE) prior to the Commencement Date;
<b>Prime Contractor</b>	a main contractor who undertakes to perform the complete contract, and may employ (and manage) one or more Sub-Contractors to carry out specific parts of this Contract;

<b>Processor</b>	takes the meaning given in the GDPR;
<b>Procurement Challenge Protocol</b>	the arrangements agreed by the Parties (in the form set out in Schedule 18 (Procurement Challenge Protocol)) to apply in the event of a challenge to the award of this Contract, where such challenge is issued pursuant to public procurement law;
<b>Programme PMO</b>	Programme Project Management Office;
<b>Prohibited Act</b>	<p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the AUTHORITY a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>(i) induce that person to perform improperly a relevant function or activity; or</li> <li>(ii) reward that person for improper performance of a relevant function or activity; or</li> </ul> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;</p> <p>(c) committing any offence:</p> <ul style="list-style-type: none"> <li>(i) under the Bribery Act 2010; or</li> <li>(ii) under legislation creating offences concerning fraudulent acts; or</li> <li>(iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the AUTHORITY and/or any other Contracting Authority; or</li> <li>(iv) defrauding, attempting to defraud or conspiring to defraud the AUTHORITY or any other Contracting Authority;</li> </ul>



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

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

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

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

**Protocol** means a full description of the research study that serves as a “manual” for members of the research team to ensure everyone adheres to the methods outlined;

**Quality Plans** the CONTRACTOR’s structured plans to maintain standards of service;

**Rating Agency** a company that assesses the financial strength of companies and government entities, especially their ability to meet principal and interest payments on their debts;

**Rectification Plan** has the meaning given to it in Paragraph 7 of Schedule 4 (Service Levels);

**Register** has the meaning given to it in Paragraph 2.1 of Part A of Schedule 12 (Exit Arrangements);

**Regulatory Body** those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract;

<b>Related Third Parties</b>	this includes any third party the Authority may utilise in relation to the delivery of this Contract;
<b>Relevant Tax Authority</b>	HMRC, or, if applicable, a tax authority in the jurisdiction in which the CONTRACTOR is established;
<b>Remedial Plan Process</b>	a process to remedy a Service Failure which is capable of remedy;
<b>Remediation Plan</b>	has the meaning given to it in Paragraph 7 of Schedule 4 (Service Levels);
<b>Replacement Contractor</b>	any third party provider of Replacement Services appointed by the AUTHORITY from time to time (or where the AUTHORITY is providing Replacement Services for its own account, the AUTHORITY);
<b>Replacement Contractor Sub-Contractor</b>	any direct or indirect subcontractor of the Replacement Contractor providing services which are fundamentally the same as any or all of the Services;
<b>Replacement Services</b>	any services which are substantially similar to the Services and which the AUTHORITY receives in substitution for any of the Services the termination or partial termination of this Contract, whether those services are provided by the AUTHORITY internally and/or by a third party;
<b>Representative</b>	the AUTHORITY's Representative and/or the CONTRACTOR's Representative (as the context implies);
<b>Request for Change (RFC)</b>	has the meaning in Appendix A of Schedule 15 (Contract Variations);
<b>Request for Information</b>	(in the context of Clause 35) has the meaning set out in the FOIA; or it means any apparent requests for information under the FOIA or the Environmental Information Regulations;
<b>Requirements</b>	are contained in Schedule 1 (Service Specification) of this Contract;

<b>Review Report</b>	has the meaning given to it in Paragraph 6.4 of Schedule 13 (Business Continuity);
<b>Rules of the London Court of International Arbitration</b>	ere any agreement, submission or reference provides in writing and in whatsoever manner for arbitration under the rules of the LCIA or by the Court of the LCIA ("the LCIA Court"), the parties shall be taken to have agreed in writing that the arbitration shall be conducted in accordance with the rules ("the Rules") or such amended rules as the LCIA may have adopted hereafter to take effect before the commencement of the arbitration. The Rules include the Schedule of Costs in effect at the commencement of the arbitration, as separately amended from time to time by the LCIA Court. <a href="https://www.trans-lex.org/750300/ /london-court-of-international-arbitration-rules/">https://www.trans-lex.org/750300/ /london-court-of-international-arbitration-rules/</a>
<b>Security Management Plan</b>	the CONTRACTOR's security management plan which protects the AUTHORITY's Data, AUTHORITY's Systems and other sensitive information;
<b>Security Policy</b>	the AUTHORITY's security policy, in accordance with 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
<b>Service Credit Cap</b>	the maximum deduction of Charges from the Contract Price as described in this Contract;
<b>Service Credits</b>	the sums payable in respect of the failure by the CONTRACTOR to meet one or more Service Levels as specified in this Contract;
<b>Service Failure</b>	the CONTRACTOR's failure to meet the Service Levels;
<b>Service Level</b>	a level of service delivery for each Critical KPI, KPI and PI, as set out more fully in Schedule 4 (Service Levels);

<b>Service Review Procedure</b>	the procedure for the periodic review of the Services and Service Levels throughout the Contract Period;
<b>Service Transfer Date</b>	the date on which the Services (or any part of the Services), for whatever reason transfer from the CONTRACTOR to the AUTHORITY or any Replacement Contractor;
<b>Services</b>	the services to be provided by the CONTRACTOR under this Contract, as set out in Schedule 1 (Services Specification);
<b>Services Description</b>	the services description set out in Schedule 1 (Services Specification);
<b>Sites</b>	the locations to which the CONTRACTOR shall provide the Services under this Contract;
<b>SME</b>	means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the European Commission recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;
<b>Social Value</b>	are defined in Schedule 22 (Social Value);
<b>Social Value Add (SVA)</b>	are defined in Schedule 22 (Social Value);
<b>Social Value Principles</b>	are defined in Schedule 22 (Social Value);
<b>Social Value Proposal</b>	are defined in Schedule 22 (Social Value);
<b>Specific Change in Law</b>	any Change in Law which relates specifically to the business of the AUTHORITY and has demonstrable or material affects in relation to the costs of delivering the Services, but excluding any impact of a Change in Law that would have been reasonably foreseeable at the Commencement Date, by a CONTRACTOR acting in accordance with Good Industry Practice, on the basis of draft bills published in Government, green or white papers or other government departmental consultation papers, bills, draft statutory instruments, in each case published prior to the Commencement Date;

<b>Sponsor</b>	means the University of Oxford;
<b>Staff</b>	means all persons employed by the CONTRACTOR and/or any Sub-Contractor to perform its obligations under this Contract together with the CONTRACTOR's and/or any Sub-Contractor's servants, consultants, agents, contractors and Sub-Contractors used in the performance of its obligations under this Contract (or any Sub-Contract);
<b>Staff Vetting Procedures</b>	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;
<b>Start Date</b>	1 June 2021;
<b>Step-In Notice</b>	a notice to the CONTRACTOR as part of Clause H51.2(Step-in Rights);
<b>Step-In Rights</b>	has the meaning given in Clause H51;
<b>Stranded Costs</b>	has the meaning given to it in Paragraph 1.4 of Schedule 3 (Pricing);
<b>Strategic Governance Group</b>	manages the quarter-by-quarter operational and financial performance of this Contract;
<b>Study Worker</b>	a member of the Supplier's field force. These may be either phlebotomists for the completion of blood cohort visits, or non-medically trained field staff for the completion of swab cohort visits only;
<b>Sub-Contract</b>	any contract or agreement, including those with the Key Sub-Contractors, between the CONTRACTOR and any third party, including self-employed individuals, where that third party agrees to provide to the CONTRACTOR all or part of the Services, or services fundamentally necessary for the performance of all or part of the Services. For the avoidance of doubt, a Sub-Contract shall not be regarded as including

any contract or agreement between the CONTRACTOR and any third party for the provision of equipment or software, facilities or services necessary for the general discharge of the CONTRACTOR's business or any agreement between the CONTRACTOR and any third Party for the provision of Third Party Software;

**Sub-Contractors** a third party, including the Key Sub-Contractors, other than the CONTRACTOR which enters into a Sub-Contract;

**Sub-processor** any third party appointed to process Personal Data on behalf of the CONTRACTOR related to this Contract;

**Supply Chain** system of organizations, people, activities, information, and resources involved in supplying the Services to the AUTHORITY;

**Tax** Value Added Tax (VAT), customs duties and any other taxes or duties;

**Technology Refresh** the periodic replacement of equipment to ensure continuing reliability of equipment and/or improved speed and capacity;

**Termination Assistance** has the meaning given to it in Paragraph 5.1 of Part A of Schedule 12 (Exit Arrangements);

**Termination Assistance Notice** has the meaning given to it in Paragraph 5.2 of Part A of Schedule 12 (Exit Arrangements);

**Termination Assistance Period** has the meaning given to it in Paragraph 5.2 of Part A of Schedule 12 (Exit Arrangements);

**Termination Date** the day on which the Contract ends, a final payment is made, and no further exchanges will occur;

**Termination Notice** a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract (or any part thereof) on a specified date;

<b>Test and Trace</b>	means a system for identifying people who have been in close contact with someone who has caught COVID-19;
<b>Tests</b>	an activity undertaken aligned to the performance of the Contract e.g. SWAB tests or Penetration tests etc.
<b>Testing</b>	The testing specified in this Contract;
<b>Testing Procedure</b>	The testing procedures specified in this Contract;
<b>Test Success Criteria</b>	The test Success Criteria specified in this Contract
<b>The Statistics Board</b>	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;
<b>Third Party</b>	any contractor supplying goods or services to the AUTHORITY, other than the CONTRACTOR and any other contractor supplying any Services (directly or indirectly) in accordance with the terms of this Contract;
<b>Third Party Software</b>	software which is proprietary to any third party and supplied as part of or used in providing the Services;
<b>Transfer Date</b>	the relevant date or dates on which a relevant transfer for the purposes of TUPE takes effect on the termination or partial termination of this Agreement;
<b>Transferrable Assets</b>	those of the Exclusive CONTRACTOR Assets which are capable of legal transfer to the AUTHORITY;
<b>Transferring Assets</b>	has the meaning given to it in Paragraph 8.2 of Part A of Schedule 12 (Exit Arrangements);
<b>Transferring Employees</b>	any person employed or formerly employed or engaged by the AUTHORITY or a Previous Contractor and assigned to services which are fundamentally the same as any or all of the Services (as provided for by TUPE) whose employment transfers to the CONTRACTOR or a Sub-Contractor of the

Contractor by virtue of the application of TUPE and whose name is set out in Schedule 26 to this Agreement;

**Transferring Employee Information**

has the meaning given in paragraph 1.8 of Schedule 26;

**Trial**

means the trialling of new Services, services or service delivery mechanisms, which may be subsequently introduced under Schedule 15 (Contract Variations);

**TUPE**

the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) as amended, re-enacted or consolidated from time to time and or any other regulations enacted for the purpose of implementing the Directive into English law;

**Unexpected Exit Transferring Employees**

any employee or former employee of the CONTRACTOR or any Sub-Contractor of the Contractor whose employment is or Employment Liabilities in respect of whom are alleged to transfer to the AUTHORITY or a Replacement Contractor and who is not an Exit Transferring Employee;

**Unexpected Transferring Employees**

any employee or former employee of the AUTHORITY or any Previous Contractor whose employment is or Employment Liabilities in respect of whom are alleged to transfer to the CONTRACTOR or any Sub-Contractor of the Contractor and who is not a Transferring Employee;

**Value for Money**

the optimum combination of whole-life cost and quality to meet the AUTHORITY's requirements;

**Variation or Vary**

means any variation to the Services following the Variation Process, including, but not limited to, removing Services, adding new Services, increasing or decreasing Services or changing the locations where the Services are to be provided; or any variation to the Contract Price;

**Variation Process**

the procedures for varying this Contract set out in Clause 47, using the form set out in Schedule 15 (Contract Variations) of this Contract;



**VAT** value added tax as provided for in the Value Added Tax Act 1994;

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

**Welsh Language Scheme** The AUTHORITY'S Welsh Language Scheme, which is available at <https://www.ons.gov.uk/file?uri=/aboutus/transparencyandgovernance/freedomofinformationfoi/ourwelshlanguagescheme/welshlanguagescheme.pdf>;

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

## 2 Due Diligence

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

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

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

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

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

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

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

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

### **3 Contract Period and Extension of Contract**

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

3.2 The AUTHORITY may at its discretion extend the Expiry Date for further period(s) of up to twelve (12) months by giving the CONTRACTOR prior written notice as soon as reasonably possible, but in any event no less than one (1) month. AUTHORITY and CONTRACTOR shall then negotiate in good faith to agree on the terms of the extension and any impact this may have on the fees and expenses charged by CONTRACTOR to AUTHORITY.

3.3 Unless otherwise specified in the Contract, this Contract terms and conditions (including those on pricing), will apply throughout any such extended period.

3.4 The CONTRACTOR agrees:

- (a) With effect from the Commencement Date, to provide the Implementation Services; and
- (b) Subject to Clause 3.6 below, with effect from the Start Date, to provide the Services in accordance with this Contract.

3.5 On the Commencement Date the CONTRACTOR shall provide to the AUTHORITY:

- (a) An executed Guarantee; and
- (b) An executed copy of the Procurement Challenge Protocol.

3.6 The parties agree that during the Implementation Period there will be staggered 'go-live' dates for different regions to start providing the Services (before the Start Date). Such 'go-live' dates shall be Milestones in the Implementation Plan. If the AUTHORITY agrees in writing for the CONTRACTOR to commence providing the Services in a particular region before the Start Date, all the obligations with respect to the delivery of the Services set out in the Contract shall apply to the CONTRACTOR's provision of the Services in such region. For the avoidance of doubt, with effect from the Start Date, all Implementation Services must be complete, and the CONTRACTOR shall provide all Services in accordance with this Contract.

#### **4 CONTRACTOR'S Status**

4.1 In carrying out the Implementation Services and the Services, the CONTRACTOR, unless otherwise agreed expressly in writing with the AUTHORITY, shall be acting as principal and not as the agent of the AUTHORITY, and the CONTRACTOR shall not (and shall procure that the Staff do not) say or do anything that might lead any other person to believe that the CONTRACTOR is acting as the agent of the AUTHORITY.

4.2 Nothing in this Contract shall:

- (a) be construed as establishing or implying a partnership, a joint venture, or a contract of employment between the AUTHORITY and the CONTRACTOR; or
- (b) impose any liability on the AUTHORITY in respect of any liability incurred by the CONTRACTOR to any other person.

4.3 Save as may be set out in Schedule 12 (Exit Arrangements), the CONTRACTOR shall indemnify and keep indemnified the AUTHORITY, its employees, representatives and agents, and the Crown, against Losses which are incurred by or made against the AUTHORITY, its employees, representatives or agents, or the Crown, arising out of or in connection with any of the Staff asserting that they are an employee of the AUTHORITY or otherwise alleging any breach of any employment related legislation.

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

## **5 AUTHORITY'S Obligations**

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

## **6 Mistakes in Information**

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

## **7 Objectives and Good Faith**

- 7.1 Clauses 7.2 to 7.5 are an introduction to this Contract and do not expand the scope of the Parties' obligations under this Contract, nor alter the meaning of the remaining terms and conditions of this Contract.
- 7.2 Subject to Clause 7.1, the Parties agree that the AUTHORITY's objective is to obtain the delivery of an effective, accurate, high quality, cost service, in accordance with the key principles as set out below:
- (a) that the Services shall provide Value for Money;
  - (b) that the Parties shall work together with a goal to deliver to the AUTHORITY a high standard of service;
  - (c) that the Parties shall monitor performance against targets with the aim of continuous improvement;
  - (d) the development of effective communication between the AUTHORITY and the CONTRACTOR at all levels of the business hierarchy; and
  - (e) as appropriate, effecting knowledge transfer to the AUTHORITY.

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

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

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

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

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

## **B THE SERVICES**

### **8 Non-Exclusivity**

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

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

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

## 9 The Services

### *Implementation Services*

- 9.1 The CONTRACTOR shall provide the Implementation Services during the Implementation Period in accordance with the Implementation Plan as set out in Schedule 24 or as otherwise agreed between the Parties.
- 9.2 When the CONTRACTOR has completed the Implementation Services in respect of a Milestone, it shall submit any deliverable and/or document relating to that Milestone for Testing and the parties shall follow the applicable provisions of the Testing Procedures.
- 9.3 Each Party shall bear its own costs in respect of the Testing Procedures. However, if a Milestone does not Achieve the Test Success Criteria, the AUTHORITY shall be entitled to recover from the CONTRACTOR any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone to Achieve the Test Success Criteria.
- 9.4 If the CONTRACTOR successfully completes the requisite Tests, the AUTHORITY shall issue a Milestone Achievement Certificate. Notwithstanding the issuing of any Milestone Achievement Certificate, the CONTRACTOR shall remain solely responsible for ensuring that the CONTRACTOR solution as designed and developed is suitable for the delivery of the Services, for ensuring that the Services are implemented in accordance with this Contract and that the Service Levels and Deliverables are achieved during the Operational Phase.
- 9.5 If the CONTRACTOR does not successfully complete or Achieve any Test, the provisions of:
- (a) paragraph I58;
  - (b) paragraph I59;

shall apply as appropriate.

### *Core Services (during the Operational Phase and, if applicable, the Implementation Period)*

- 9.6 The CONTRACTOR shall perform the Services commencing on the Start Date (or during the Implementation Period if instructed by the AUTHORITY for a particular region) throughout the entire Contract Period in accordance with this Contract (including to meet the Performance Indicators, the Key Performance Indicators and the Critical Key Performance Indicators) to the reasonable satisfaction of the AUTHORITY whose decision shall be final and conclusive. The Services (i) shall comply in all respects with the Service Description; and (ii) shall be supplied in accordance with the CONTRACTOR Solution and the provisions of this Contract. The AUTHORITY shall have the right to inspect any premises where the

Services are being performed and examine the manner in which the CONTRACTOR performs the Services and its obligations under this Contract during normal business hours on reasonable notice.

- 9.7 The CONTRACTOR shall perform the Services in accordance with the dates and times specified in this Contract and in such a way as to meet the KPIs and the Service Levels. Timely performance of the Services shall be of the essence of this 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 reasonably require. However, CONTRACTOR shall promptly notify the AUTHORITY if it believes that: (i) failure to provide the necessary information, instructions or materials or (ii) AUTHORITY requests for the CONTRACTOR to perform the Services in a specific order are likely to cause any delays. In the event of prior written agreement of the Authority it is understood that CONTRACTOR is not responsible for any delays in the delivery of the Services that are caused by the AUTHORITY.
- 9.8 Where the Services include the provision of Data, the CONTRACTOR shall ensure the Data is accurate, complete and provided within the relevant timescales set out in this Contract, or where no timescales are set as soon as practicable on request.
- 9.9 The CONTRACTOR shall have in place, and shall invoke in the event of an emergency, appropriate and timely BCDR Plan and/or BCMS to ensure the Services are provided throughout the Contract Period. The CONTRACTOR shall use all reasonable endeavours to comply with any of the AUTHORITY's business continuity procedures, which the AUTHORITY may invoke in the event of an emergency.
- 9.10 The CONTRACTOR shall take account of the role of any other contractors and/or Third Party who may be appointed by the AUTHORITY, and shall:
- (a) co-ordinate and integrate the Services with the services provided by other contractors and/or Third Parties to the extent necessary to ensure the satisfactory completion of the Services;
  - (b) as necessary, regularly liaise with and consult with all other contractors appointed by the AUTHORITY and shall keep the relevant contractors and/or Third Parties fully informed of all matters related to the Services; and
  - (c) attend all meetings in connection with the Services which may be called by any contractor and/or Third Party appointed by the AUTHORITY.
- 9.11 In the provision of the Services, the CONTRACTOR shall have consideration to and shall comply with the Social Value Principles. The CONTRACTOR's compliance with the Social Value Principles shall be taken

into account by the AUTHORITY in its determination of the Efficiency Incentive Fund payable to the CONTRACTOR in accordance with Schedule 11 (Value for Money).

## **10 Standard of Work**

10.1 The CONTRACTOR shall perform its obligations under this Contract:

- (a) with all reasonable care, skill and diligence;
- (b) in accordance with Good Industry Practice; and
- (c) in accordance with all applicable Law;

10.2 The CONTRACTOR shall:

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

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

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

10.5 When, in providing the Services, the CONTRACTOR is required to report to the AUTHORITY giving recommendations, the CONTRACTOR shall without additional charge and when specifically instructed to



do so by the AUTHORITY, make a formal presentation to the AUTHORITY of matters relevant to those recommendations.

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

## **11 Service Improvement**

11.1 The CONTRACTOR shall have an ongoing obligation throughout the Contract Period, to identify new or potential improvements to the Services in accordance with this Clause 11.

11.2 The CONTRACTOR shall report on new or potential improvements to the Services, including improvements to the quality, efficiency, security and responsiveness of the Services and any new or potential improvements to operational and technical procedures, BCDR Services, benchmarking methods, Service Levels, performance mechanisms and customer support services in relation to the Services, delivered at a lower cost and/or with greater benefits to the AUTHORITY.

## **CSTAFF**

### **12 Conflicts of Interest**

12.1 The CONTRACTOR shall take appropriate steps to ensure that neither it nor any the Staff or Sub-Contractors is placed in a position where, in the reasonable opinion of the AUTHORITY, there is or may be an actual conflict, or a potential or perceived conflict, between the pecuniary or personal interests of the CONTRACTOR and the duties owed to the AUTHORITY under this Contract. The CONTRACTOR shall disclose to the AUTHORITY full particulars of any such Conflict of Interest which may arise.

12.2 The AUTHORITY reserves the right to terminate this Contract by notice in writing and recover from the CONTRACTOR the amount of any loss resulting from such termination and/or to take such steps it deems necessary to avoid or, as the case may be, remove such Conflict of Interest.

12.3 Notwithstanding Clause 12.2, where the AUTHORITY is of the opinion that the Conflict of Interest which existed at the time of the award of this Contract could have been discovered with the application by the CONTRACTOR of due diligence, the AUTHORITY may terminate this Contract immediately and recover from the CONTRACTOR the amount of any loss resulting from such termination.

12.4 The provisions of Clause 12.1 shall apply during the Contract Period and for a period of two (2) years after its termination.

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

- 13.1 The AUTHORITY reserves the right to refuse access to the Premises to any of the Staff where it has reasonable grounds for believing that any such person is not a suitable person to be engaged in the provision of the Services and where practicable shall provide notice in advance of its intention to do so. In this Clause 13.1, "reasonable grounds" means that, in the reasonable opinion of the AUTHORITY, the presence of the person presents a risk to the health, welfare or safety of any other individual or a risk to the performance of the Services in accordance with this Contract, or to the security and integrity of the AUTHORITY.
- 13.2 The CONTRACTOR shall ensure that, in respect of the Staff who performs the Services on, and/or visits, the Premises ("**On-Site Staff**"):
- (a) such On-Site Staff comply with all measures, rules, regulations and requirements relating to the conduct of On-Site Staff as communicated by the AUTHORITY or of which the CONTRACTOR should reasonably be aware (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or within the boundaries of those Premises;
  - (b) such On-Site Staff present documentary proof of their identity and right to work in the UK (a list of acceptable documentation shall be provided by the AUTHORITY on request) on arrival on the Premises for the first day of work; and
  - (c) it informs the AUTHORITY of any of On-Site Staff with a disability, injury or condition (or, where applicable, a history of such disability, injury or condition), which may require particular consideration.

### **14 Staffing Security**

- 14.1 The AUTHORITY accepts that those Staff who have been employed or engaged in the CIS services under the previous CIS services agreement (reference PU-21-0123) between the Parties have undergone a Staffing Security process which is acceptable to the Authority for the delivery of the Services.
- 14.2 From the Commencement Date the CONTRACTOR shall, for all Staff employed or engaged on or after the Commencement Date comply with the necessary Staff Security Requirements detailed in this section for their and any sub contracted staff to support the Services being provided.
- 14.3 For Staff employed on or after the Commencement Date, the CONTRACTOR hereby warrants and represents that the checks specified in HMG Baseline Personnel Security Standard have been carried out in respect of any of Staff assigned to access Premises, Authority Property, Authority Data or any other property or information belonging to the AUTHORITY, and the results of those checks were satisfactory.
- 14.4 The CONTRACTOR shall ensure that, in respect of any individual so assigned under 14.2 above, it has:

- (a) verified the identity of the individual(s), in line with Part 2, sections 3-16 of the HMG Baseline Personnel Security Standard;
- (b) verified the nationality and immigration status of the individual(s) including an entitlement to undertake the Services), in line with Part 2, sections 17-26 of the HMG Baseline Personnel Security Standard;
- (c) verified the employment and/or academic history of the individual(s) for the past three (3) continuous years, in line with Part 2, sections 27-33 of the HMG Baseline Personnel Security Standard;
- (d) verified the individual(s) criminal record ("unspent" convictions only) using the disclosure and barring service (the "**DBS**") or instructed the individual(s) to declare any "unspent" convictions using the Criminal Record Declaration Form, in line with Part 2, sections 34-50 of the HMG Baseline Personnel Security Standard;
- (e) completed and supplied to the AUTHORITY a Baseline Personnel Security Standard Verification Record shown as Annex B of the HMG Baseline Personnel Security 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 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 individuals who have an Irish Nationality and reside, or have resided, in Northern Ireland for the last twelve(12) months for each and every individual so assigned, in line with sections 56-62 of the Standard; and
- (h) obtained official and verifiable overseas police certificates or "certificates of good conduct" within fifty-six (56) Working Days for foreign nationals from their country of residence in line with Part 3, sections 4-12 of the Standard.

14.5 The AUTHORITY must be in receipt of completed security documentation relating to Clause 14.4(a) - 14.4(g) before the Staff are allowed access to the AUTHORITY's Property, Authority's Data or Premises. The AUTHORITY may refuse access to the AUTHORITY's Property, Authority's Data or Premises in the event of the failure of the Staff to supply appropriate and timely security documentation.

14.6 The AUTHORITY reserves the right to request a new basic disclosure certificate (as set out in the HMG Baseline Personnel Security Standard) during the Contract Period, if any adverse information is brought to the attention of the AUTHORITY.

- 14.7 The CONTRACTOR shall document full and accurate records of HMG Baseline Personnel Security Standard checks, such the AUTHORITY (or its authorised agents) may verify that the CONTRACTOR has carried out such checks in accordance with the HMG Baseline Personnel Security Standard.
- 14.8 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 HMG Baseline Personnel Security 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 HMG Baseline Personnel Security Standard.
- 14.9 If during the Contract Period, the individual obtains a criminal conviction through a court of law (other than for minor road traffic offences), it is the responsibility of the individual and the CONTRACTOR to report the conviction immediately to the AUTHORITY.
- 14.10 The AUTHORITY's requirements above shall be strictly subject to the Rehabilitation of Offenders Act (1974) as amended from time to time.
- 14.11 The CONTRACTOR shall procure that all Staff who will or may in the provision of the Services have access to children or other vulnerable persons:
- (a) obtain standard and enhanced disclosures from the DBS in accordance with Part V of the Police Act 1997 including a check against the adults' barred list or the children's barred list, as appropriate before the CONTRACTOR engages the potential staff or persons in the provision of the Services. The CONTRACTOR shall take all necessary steps to procure that such potential staff or persons obtain standard and enhanced disclosures from the DBS including, without limitation, the CONTRACTOR being registered with the DBS.
- 14.12 The CONTRACTOR shall forward to the AUTHORITY upon request the results of the checks referred to in Clause 14.11 and the CONTRACTOR shall procure that no person who is barred by the DBS, or who is found to have any relevant convictions following receipt of standard and enhanced disclosures from the DBS in accordance with Clause 14.11, or who fails to obtain standard and enhanced disclosures from the DBS upon request by the CONTRACTOR in accordance with Clause 14.11 is employed without the AUTHORITY's Approval.
- 14.13 The CONTRACTOR shall procure that the AUTHORITY is kept advised at all times of any Staff who, subsequent to his/her commencement of the provision of the Services receives a relevant conviction or whose previous relevant convictions become known to the AUTHORITY or whose status changes with the DBS.
- 14.14 The CONTRACTOR shall monitor the level and validity of the checks under this Clause 14 for each member of the Staff.

14.15 The CONTRACTOR shall immediately notify the AUTHORITY of any information that it reasonably requests to enable it to be satisfied that the obligations of this Clause 14 have been met.

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

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

## **15 Staff Resourcing**

15.1 The CONTRACTOR shall:

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

## **16 Key Personnel**

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

16.2 The CONTRACTOR shall use reasonable efforts to:

- (a) notify the AUTHORITY promptly of the absence of any Key Personnel (other than for short term sickness or holidays of two (2) weeks or less, in which case the CONTRACTOR shall ensure appropriate temporary cover for that key role);
- (b) ensure that any key role is not vacant for any longer than ten (10) Working Days unless otherwise agreed between the Parties;
- (c) give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least three (3) Months' notice; and
- (d) ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Services.

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

16.4 The AUTHORITY may also require the CONTRACTOR in writing to remove any Key Personnel and/or other Staff that the AUTHORITY, acting reasonably and with good cause, and having given, if practicable, due notice and a reasonable period for the CONTRACTOR to remedy the matter, considers not to meet the agreed requirements of the role concerned.

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

## **17 Offers of Employment**

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

## **D STATUTORY REGULATIONS & OBLIGATIONS**

### **18 Third Party Rights**

- 18.1 Save as set out in Clause 18.2 and schedule 26, a person who is not a Party to this Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written consent of both Parties. This Clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.
- 18.2 The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to Clause 73 and Schedule 26 (TUPE) to the extent necessary so that any Replacement Contractor and/or any Replacement Contractor Sub-Contractor shall have the right to enforce the obligations owed to, and indemnities given to the AUTHORITY and the Replacement Contractor and the Replacement Contractor Sub-Contractor by the CONTRACTOR under that Clause 73 and Schedule 26 (TUPE) in its own right pursuant to Section 1 (1) of the contracts (Rights of Third Parties) Act 1999.
- 18.3 No consent of any third party is necessary for any rescission, variation (including any release or compromise in whole or in part of liability) or termination of this Contract or any one or more Clauses of it.

### **19 Prevention of Fraud**

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

## **20 Prevention of Bribery and Corruption**

20.1 The CONTRACTOR shall not:

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

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

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

20.3 The CONTRACTOR shall:

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



- (e) have, maintain and enforce an anti-bribery policy (which shall be disclosed to the AUTHORITY on request) to prevent it and any of the Staff from committing a Prohibited Act.

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

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

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

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

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

## **21 Equality, Diversity, Non-Discrimination & Modern Slavery**

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

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

- (d) in the event that the CONTRACTOR enters into any Sub-Contract or linked agreement in connection with this Contract or any aspect of the Services provided under it, impose equality and diversity obligations on its Sub-Contractors and other associates in terms substantially similar to those contained in this Contract; and
  - (e) comply with the Welsh Language Act 1993 and the AUTHORITY's Welsh Language Scheme (as amended from time to time), a copy of which is available on the AUTHORITY's website, as if it were the AUTHORITY to the extent that the same relate to the provision of the Services to the public in Wales.
- 21.2 The CONTRACTOR, or any of the Staff, may be asked to provide information on the diverse make up of their organisation and their approach to equality and diversity, i.e. the difference equality and diversity makes to the way they run their business.
- 21.3 The CONTRACTOR shall take all reasonable steps to secure the observance of this Clause by all Staff and shall comply with any AUTHORITY's policy on the matters set out in this Clause, as reasonably directed by the AUTHORITY.
- 21.4 The CONTRACTOR shall ensure that its officers, employees, Sub-Contractors and other persons associated with it, complies with the Modern Slavery Act 2015 and any anti-slavery and human trafficking policy that the AUTHORITY has in place.
- 21.5 The CONTRACTOR represents and warrants that, at the date of this Contract, neither the CONTRACTOR nor any of the Staff:
- (a) has been convicted of any offence involving slavery and human trafficking anywhere in the world; and/or
  - (b) has been or is or has been notified that it may be the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or Regulatory Body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 21.6 The CONTRACTOR shall indemnify the AUTHORITY against any Losses incurred by, or awarded against, the AUTHORITY as a result of any breach by the CONTRACTOR of the Modern Slavery Act 2015.
- 21.7 Each Party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements with Clause 21.
- 21.8 The AUTHORITY may terminate this Contract with immediate effect by giving written notice to the CONTRACTOR if the CONTRACTOR commits a breach or suspected breach of the sub-clauses within Clause 21.

## **22 Health and Safety**

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

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

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

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

## **23 Promoting Tax Compliance**

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

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

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

## **24 Income Tax and National Insurance Contributions**

- 24.1 Where the CONTRACTOR or any Staff are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the CONTRACTOR shall:
- (a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
  - (b) indemnify the AUTHORITY against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the CONTRACTOR or any Staff.

## **ECHARGES, PAYMENT AND TAXATION**

### **25 Charges**

- 25.1 In consideration of the CONTRACTOR carrying out its obligations under this Contract, including the provision of the Services and the Implementation Services, the AUTHORITY shall pay undisputed invoices for the Charges in accordance with the payment profile and the invoicing procedure as set out in Schedule 3 (Pricing). In the event that the AUTHORITY in good faith disputes any invoice it shall nonetheless pay the undisputed portion of the invoice in accordance with this Clause.
- 25.2 Unless otherwise specified in the Contract, the Contract Price shall remain firm for the duration of the Contract.
- 25.3 The CONTRACTOR acknowledges that the Charges cover all of the CONTRACTOR's obligations under this Contract and save for (i) any express written Contract otherwise; or (ii) any Variation and/or Changes to the Services and Charges agreed through the Variation Process as set out in Clause H47, no additional charges or fees may be made in relation to the performance of the Services.
- 25.4 Unless otherwise expressly agreed, the AUTHORITY shall not be required to pay any incidental expenses that the CONTRACTOR incurs in providing the Services (including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Staff, network or data interchange costs or other telecommunications charges). In the event that the AUTHORITY agrees to reimburse essential travel and accommodation expenses incurred by the CONTRACTOR 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 additional services;

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

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

## **26 Payment and Tax**

26.1 Unless otherwise specified in Schedule 3 (Pricing), the CONTRACTOR shall submit an invoice on completion of the Services, and payment shall be made within thirty (30) days of receipt of a valid invoice, subject to the Services having been completed to the reasonable satisfaction of the AUTHORITY. The standards for satisfactory delivery shall include, but are not limited to, overall quality, presentation, timeliness and applicability to the AUTHORITY.

26.2 Each invoice shall contain all appropriate references (including any purchase order number supplied by the AUTHORITY) and a detailed breakdown of the Services, and shall be supported by any other documentation reasonably required by the AUTHORITY to substantiate the invoice.

26.3 The CONTRACTOR should provide statements listing invoices still awaiting payment by the AUTHORITY on a monthly basis to the AUTHORITY to aid reconciliation of AUTHORITY purchase orders to CONTRACTORS invoices.

26.4 Interest shall be payable on the late payment of any undisputed sums properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

26.5 If the CONTRACTOR enters into a supply contract or a Sub-Contract in connection with the Contract, it shall ensure that a term is included in the supply contract or Sub-Contract which requires the CONTRACTOR to pay the Sub-Contractor or supplier within a specified period, not exceeding thirty (30) days from the date of receipt and agreement of a valid invoice as defined by the terms of the supply contract or Sub-Contract.

26.6 Tax, where applicable, shall be shown as a strictly net extra charge.

- 26.7 The CONTRACTOR shall be responsible at all times for payment of Taxes and dues to the appropriate government bodies and warrants that it shall continuously indemnify and hold the AUTHORITY harmless for:
- (a) all liabilities for PAYE, ERNIC or other taxes and deductions which may become payable as a result of payments made to the CONTRACTOR by the AUTHORITY under this Contract; and
  - (b) all liabilities for the CONTRACTOR's failure to account for or to pay for any VAT relating to payments made under this Contract.
- 26.8 All sums payable by the AUTHORITY to the CONTRACTOR under this Contract shall be paid subject to all deductions or withholdings (including Tax) as required by law and the AUTHORITY shall not be liable to pay to the CONTRACTOR any increased amounts in respect of, or as compensation for, any amounts so withheld.
- 26.9 The AUTHORITY shall not be liable for any charges levied by the CONTRACTOR or the Staff for any work carried out, or purchases made, by the CONTRACTOR, or the Staff, except where the work, or purchases, has been formally ordered in writing in advance by the AUTHORITY's Representative.
- 26.10 The AUTHORITY may reduce payment in respect of any Services which the CONTRACTOR has either failed to provide, or has provided inadequately, without prejudice to any other rights or remedies of the AUTHORITY.
- 26.11 The CONTRACTOR shall not suspend the supply of the Services unless the CONTRACTOR is entitled to terminate this Contract under Clause 65 (Termination on Default) for failure to pay undisputed sums of money.

## **27 Recovery of Sums Due**

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

## **28 Financial Distress Events**

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

## **FPROTECTION OF INFORMATION**

### **29 Data Protection Act**

29.1 Both Parties will duly observe all their obligations under the Data Protection Act 2018 which arise in connection with this Contract.

29.2 The CONTRACTOR shall furthermore comply with the requirements on data protection included in the Medical Ethics Protocol.

29.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, the AUTHORITY is the Controller and the CONTRACTOR is the Processor. The only processing that the CONTRACTOR is authorised to do is listed in Schedule 21 (Description of Data Processing Activities) by the AUTHORITY and may not be determined by the CONTRACTOR.

29.4 The CONTRACTOR shall notify the AUTHORITY immediately if it considers that any of the AUTHORITY's instructions infringe the Data Protection Legislation.

29.5 The CONTRACTOR shall provide all reasonable assistance to the AUTHORITY in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the AUTHORITY, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

29.6 The CONTRACTOR shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with Schedule 21 (Description of Data Processing Activities), unless the CONTRACTOR is required to do otherwise by Law. If it is so required the CONTRACTOR shall promptly notify the AUTHORITY before processing the Personal Data unless prohibited by Law;

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



- (iv) the CONTRACTOR complies with any reasonable instructions notified to it in advance by the AUTHORITY with respect to the processing of the Personal Data; and
- (e) at the written direction of the AUTHORITY, delete or return Personal Data (and any copies of it) to the AUTHORITY on termination of this Contract unless the CONTRACTOR is required by Law to retain the Personal Data.

29.7 Subject to Clause 29.8, the CONTRACTOR shall notify the AUTHORITY immediately if it:

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

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

29.9 Taking into account the nature of the processing, the CONTRACTOR shall provide the AUTHORITY with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 29.7 (and insofar as possible within the timescales reasonably required by the AUTHORITY) including by promptly providing:

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

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

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

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

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

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

29.13 Before allowing any Sub-processor to process any Personal Data related to this Contract, the CONTRACTOR must:

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

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

29.15 The AUTHORITY may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

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

### **30 AUTHORITY Data**

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

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

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

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

30.5 The CONTRACTOR shall perform secure back-ups of all AUTHORITY Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the BCDR Plan. The CONTRACTOR shall ensure that such back-ups are available to the AUTHORITY at all times upon request, and without additional cost to the AUTHORITY.

30.6 The CONTRACTOR shall ensure that any system on which the CONTRACTOR holds any AUTHORITY Data, including back-up data, is a secure system that complies with Good Industry Practice.

30.7 If the AUTHORITY Data is corrupted, lost or sufficiently degraded as a result of the CONTRACTOR's Default so as to be unusable, the AUTHORITY may:

(a) require the CONTRACTOR (at the CONTRACTOR's expense) to restore or procure the restoration of AUTHORITY Data; and/or

(b) itself restore or procure the restoration of AUTHORITY Data, and shall be repaid by the CONTRACTOR for any reasonable expenses incurred in doing so.

30.8 If at any time the CONTRACTOR suspects or has reason to believe that AUTHORITY Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the CONTRACTOR shall notify the AUTHORITY immediately and inform the AUTHORITY of the remedial action the CONTRACTOR proposes to take.

## **31 Official Secrets Act**

31.1 The CONTRACTOR shall comply with, and shall ensure that the Staff comply with the provisions of:

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

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

## **32 Confidential Information**

32.1 Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the CONTRACTOR acknowledges that any Confidential Information obtained from or relating to the Crown, its employees, representatives or agents is the property of the Crown.

32.2 In the event that the CONTRACTOR fails to comply with this Clause 32, the AUTHORITY reserves the right to terminate this Contract with immediate effect by notice in writing.

32.3 Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

- (a) treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly;
- (b) not disclose any Confidential Information belonging to the other Party to any third party without the prior written consent of the other Party (except that CONTRACTOR may share such Confidential Information with its Affiliates (provided the CONTRACTOR has notified the AUTHORITY of its Affiliates in writing and the AUTHORITY has not rejected the right for the CONTRACTOR to share Confidential Information with such Affiliate) to the extent required to enable it to provide the Services under this Contract or as needed in the normal course of running its business); and
- (c) immediately notify the other Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the other Party's Confidential Information.

32.4 The CONTRACTOR shall (and shall procure that the Sub-Contractors shall):

- (a) implement security practices against any unauthorised copying, use, disclosure (whether oral, in writing or in any other form), access and damage or destruction of AUTHORITY Confidential Information including the implementation of and compliance with those security requirements relating to the AUTHORITY Confidential Information as set out in the Security Policy or as otherwise notified by the AUTHORITY from time to time; and

(b) ensure that all copies of Confidential Information which contain Classified Information shall be clearly marked in accordance with the security classification set out in this Contract or as notified by the AUTHORITY from time to time.

32.5 With respect to all Confidential Information belonging to one Party or obtained from that Party in connection with the Contract, the other Party shall:

- (a) only request the minimum Confidential Information needed for the purposes of this Contract;
- (b) ensure the Confidential Information is given only to such of the Staff and Sub-Contractors as is strictly necessary for the performance of the Services and only to the extent necessary for the performance of the Services;
- (c) ensure the Confidential Information is treated as confidential and not disclosed (without prior Approval) or used by its directors, employees, representatives, agents and Sub-Contractors other than for the purposes of this Contract; and
- (d) ensure that, upon completion of the Services, the information is either returned to the originating Party or disposed of, in a manner specified by that Party, except that either Party may retain one copy of the Confidential Information to the extent required by Law or in order to evidence compliance with the terms of this Contract.

32.6 The CONTRACTOR shall not use, and shall ensure that the CONTRACTOR's Staff shall not use, any Confidential Information for the solicitation of business from the AUTHORITY or another part of the Crown by the CONTRACTOR or by the CONTRACTOR's Staff or by any third party.

32.7 Where it is considered necessary in the opinion of the AUTHORITY, the CONTRACTOR shall sign, and ensure that the CONTRACTOR's Staff shall sign, a confidentiality undertaking or data access Contract before commencing work in connection with this Contract.

32.8 The provisions of this Clause 32 shall not apply to any information (within the definition of Confidential Information) which must be disclosed in accordance with any statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, or EIR pursuant to Clause 35 (Freedom of Information).

32.9 Nothing in this Clause shall prevent the AUTHORITY from disclosing any Confidential Information (including the Management Information obtained under Clause 54):

- (a) for the purpose of the examination and certification of the AUTHORITY's account or for any examination under the National Audit Act 1983;
- (b) to any Crown Body or any other Contracting Authority. Any government departments or Contracting Authorities receiving such Confidential Information shall be entitled to disclose further the Confidential

Information to other government departments or Contracting Authorities on the basis that it is confidential and not to be disclosed to a third party which is not part of any government department or Contracting Authority;

- (c) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
- (d) to the extent that the AUTHORITY (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Contract;
- (f) on a confidential basis to a proposed successor body as defined in Clause 43.14 (Transfer and Sub-Contracting) in connection with any assignment, novation transfer or disposal of any of its rights, obligations or liabilities under this Contract, or successor in title to the AUTHORITY; and/or
- (g) to any consultant, contractor, Third Party or other person engaged in providing any services to the AUTHORITY for any purpose relating to this Contract.

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

### **33 Security Systems**

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

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

- 33.3 The CONTRACTOR shall, as an enduring obligation throughout the Contract Period, use the anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the CONTRACTOR System.
- 33.4 Notwithstanding Clause 33.3, 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.
- 33.5 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 33.4 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 Data (whilst the AUTHORITY Personal Data was under the control of the AUTHORITY).

#### **34 Right to Publish**

- 34.1 Without prejudice to the AUTHORITY's obligations under the FOIA, neither the CONTRACTOR nor the Staff shall make any press announcements, communicate with representatives of the general or technical press, radio or television or other communications media, or publicise this Contract in any way except with prior written consent of the AUTHORITY, which shall not be unreasonably withheld. If the AUTHORITY intends to do any of the same it shall, where practicable, notify the CONTRACTOR of such intentions and shall take due account of all reasonable representations of the CONTRACTOR in such regards.
- 34.2 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The AUTHORITY shall be responsible for determining in its absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 34.3 Notwithstanding any other term of this Contract, the CONTRACTOR hereby gives his consent for the AUTHORITY to publish this Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 34.4 The AUTHORITY may consult with the CONTRACTOR to inform its decision regarding any redactions but the AUTHORITY shall have the final decision in its absolute discretion.
- 34.5 The CONTRACTOR shall assist and cooperate with the AUTHORITY to enable the AUTHORITY to publish this Contract.

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

## **35 Freedom of Information**

35.1 The CONTRACTOR acknowledges that the AUTHORITY is subject to the requirements of the FOIA and EIR. The CONTRACTOR shall assist and co-operate with the AUTHORITY (at the CONTRACTOR's expense) to enable the AUTHORITY to comply with any Information disclosure requirements.

35.2 The CONTRACTOR shall and shall procure that the Staff shall:

- (a) transfer a Request for Information to the AUTHORITY as soon as is reasonably possible after receipt and, in any event, within two (2) Working Days of receiving a Request for Information;
- (b) provide the AUTHORITY with a copy of all Information in its possession or power in the form that the AUTHORITY requires within five (5) Working Days (or such other period as the AUTHORITY may specify) of the AUTHORITY requesting that Information; and
- (c) provide all necessary assistance as reasonably requested by the AUTHORITY to enable the AUTHORITY to respond to a Request for Information within the time for compliance set out in Part 1, Section 10 of the FOIA, or Part 2, Paragraph 5 of the EIR.

35.3 The AUTHORITY shall be responsible for determining at its absolute discretion whether any Commercially Sensitive Information or any other Information:

- (a) is exempt from disclosure in accordance with the FOIA or the EIR; and
- (b) is to be disclosed in response to a Request for Information, and in no event shall the CONTRACTOR respond directly to a Request for Information unless expressly authorised to do so by the AUTHORITY.

35.4 Where the AUTHORITY receives a Request for Information that relates to Commercially Sensitive Information the Parties shall comply with the procedure set out below:

- (a) Subject to Clause 35.4(d), the AUTHORITY shall, before making any disclosure of the requested Information and as soon as reasonably practicable after receiving the Request for Information, notify the CONTRACTOR of the receipt of the Request for Information and of the nature and extent of the Information covered by the Request for Information, and whether the AUTHORITY intends to disclose such information. The CONTRACTOR shall be entitled to revert to the AUTHORITY in respect of such intention.
- (b) Following notification under Clause 35.4(a) the CONTRACTOR may make representations in writing to the AUTHORITY as to whether and on what basis the requested Information is covered by an exemption in the FOIA or Environmental Information Regulations and, therefore, should not be



disclosed, including, without limitation, any representations as to the balance of the public interests in disclosure and non-disclosure.

- (c) The AUTHORITY shall reasonably consider any representations and recommendations made by the CONTRACTOR under Clause 35.4(b) before reaching a decision on whether it must and shall disclose the requested Information.
- (d) Notwithstanding Clause 35.4(b), the AUTHORITY shall not be obliged to notify the CONTRACTOR under that Clause where the AUTHORITY has already decided that it does not intend to disclose the requested Information because the FOIA or the EIR do not apply to the Request for Information or an exemption under the FOIA or EIR can be applied.
- (e) If the AUTHORITY makes a decision to disclose the requested Information, it shall notify the CONTRACTOR of this decision not less than three (3) Working Days in advance of the disclosure being made.
- (f) For the avoidance of doubt, nothing in Clause 35.4 prohibits the disclosure of any Information by the AUTHORITY where such disclosure is necessary to comply with the FOIA or the EIR and to that extent the AUTHORITY shall not be in breach of its obligations of confidentiality under Clause 32 (Confidential Information).
- (g) The Parties acknowledge that the National Audit Office has the right to publish details of this Contract (including Commercially Sensitive Information) in its relevant reports to Parliament.

35.5 The CONTRACTOR shall ensure that all information produced in the course of this Contract or relating to this Contract is retained for disclosure and shall permit the AUTHORITY to inspect such records as requested from time to time during the Contract Period and for a period of six (6) years thereafter.

35.6 The CONTRACTOR acknowledges that any lists that it provides outlining Confidential Information are of indicative value only, and that the AUTHORITY may nevertheless be obliged to disclose Commercially Sensitive Information in accordance with Clause 35.4.

## **36 Audit Access/Open Book Accounting**

36.1 During the term of this Contract and for a period of [six (6) years] thereafter, the AUTHORITY reserves the absolute right to audit any and all **Implementation Services and** Services provided under this Contract during normal business hour (unless in the case of an emergency or if reasonably required by the AUTHORITY). All audits shall be notified by the AUTHORITY to the CONTRACTOR in advance, and a timescale agreed between the Parties.

36.2 The purpose of such audits shall include, but not be limited to:

- (a) verifying the accuracy of Charges;

- (b) reviewing the integrity, confidentiality and security of the AUTHORITY Data;
- (c) reviewing the CONTRACTOR's compliance with its obligations under this Contract, including Premises, systems and procedures, quality assurance; and
- (d) reviewing any books of accounts kept by the CONTRACTOR in connection with the provision of the Services.

36.3 For the Contract Period and six (6) years thereafter, the CONTRACTOR will (a) keep and maintain full and accurate records relating to the Services (including financial documents detailing expenditure and income, and to Sub-Contracts), and (b) on request, afford the AUTHORITY or the AUTHORITY's Representatives such access to these records as may be required by the AUTHORITY in connection with the Contract, and will ensure that the terms of its Sub-Contracts permit this access.

36.4 For the avoidance of doubt, the AUTHORITY's Representatives for the purposes of this Clause 36 may include (but not be limited to) the AUTHORITY's internal auditors, the Comptroller and Auditor General and external security consultants. Any external security consultants need to be subject to confidentiality obligations at least as stringent as set out in this Contract.

36.5 Neither the CONTRACTOR nor the CONTRACTOR's Staff will be entitled to reimbursement by the AUTHORITY for any costs or expenses incurred as a result of their compliance with their obligations under this Clause 36. The Parties agree that they shall bear their own respective costs and expenses, unless the audit identifies a material Default by the CONTRACTOR in which case the CONTRACTOR shall reimburse the AUTHORITY for all the AUTHORITY's reasonable costs incurred in the course of the audit.

## **37 Intellectual Property Rights**

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

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

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

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

Intellectual Property Rights in and to any improvements, modifications or enhancements made to the foregoing during the term of the Contract.

- 37.3 Neither the CONTRACTOR, Sub-Contractors nor Staff shall acquire any right, title or interest in or to the Intellectual Property Rights of the AUTHORITY or any of the AUTHORITY's licensors. Except as expressly stated herein, the AUTHORITY shall not acquire any right, title or interest in or to the Intellectual Property Rights of CONTRACTOR or any of CONTRACTOR's licensors.
- 37.4 Except to the extent that the Services incorporate designs or other materials provided by the AUTHORITY, to the best of the CONTRACTOR's knowledge as of the Commencement Date, the Services shall not infringe any Intellectual Property Rights of any third party. Subject always to the AUTHORITY's proper observance of its obligations under this Clause 37, the CONTRACTOR shall indemnify and keep indemnified and hold the AUTHORITY and the Crown harmless from and against all Losses which the AUTHORITY or the Crown may suffer, which are incurred by the AUTHORITY or the Crown as a result of any infringement or alleged infringement of any third party Intellectual Property Rights in connection with the AUTHORITY's receipt, or possession of the Deliverables or use of the Services. This indemnity shall survive the expiry or termination of this Contract and shall exist for the life of the relevant Intellectual Property Rights. Notwithstanding the foregoing, CONTRACTOR shall have no obligation under this Clause 37 or other liability for any Losses (i) to the extent that any infringement or alleged infringement of third party Intellectual Property Rights is caused by the use of the Services or any Deliverables in combination with any third party or AUTHORITY product or service other than its intended use; (ii) to the extent resulting or arising from any instruction, information, design or other materials furnished by AUTHORITY; (iii) to the extent caused by AUTHORITY's failure to notify CONTRACTOR (in accordance with Clause 37.7) of a third party action, proceeding or litigation and such failure materially and adversely impacts on the CONTRACTOR's ability to defend or respond to any third party claim; or (iv) to the extent resulting or arising from AUTHORITY continuing the allegedly infringing activity after being notified thereof and provided with modifications by CONTRACTOR that would have avoided the alleged infringement.
- 37.5 The CONTRACTOR shall obtain an appropriate licence before including any material into any Deliverables, which is or may be subject to any third party Intellectual Property Rights. The CONTRACTOR shall either procure that the third party owner of the rights grants to the AUTHORITY a non-exclusive licence or, if CONTRACTOR is itself a licensee of those rights, shall grant to the AUTHORITY an authorised sub-licence to use, reproduce, modify, adapt and enhance the material subject to such rights. Such licence shall be perpetual and irrevocable and will be granted at no cost to the AUTHORITY, provided that AUTHORITY has complied with its payment obligations towards CONTRACTOR under this Contract.
- 37.6 The CONTRACTOR shall notify the AUTHORITY, as soon as is reasonably possible, if any claim or demand is made or action brought against the CONTRACTOR for infringement or alleged infringement of any Intellectual Property Right which may affect the use of the Services.
- 37.7 The AUTHORITY shall notify the CONTRACTOR, as soon as is reasonably possible, if any claim or demand is made or action brought against the AUTHORITY to which Clause 37.4 may apply.

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

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

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

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

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

- (a) modify any or all of the Services, without materially reducing their performance and functionality, or substitute services of equivalent performance and functionality for any or all the Services, so as to avoid the infringement or the alleged infringement; or
- (b) procure a licence to supply and perform the Services on terms that are acceptable to the AUTHORITY, acting reasonably.

37.12 Where the CONTRACTOR is unable to comply with Clauses 37.11(a) and 37.11(b), the CONTRACTOR shall be liable for the value of Replacement Services and any costs incurred in implementing and maintaining such Services.

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

### **38 Licences Granted by the CONTRACTOR**

The CONTRACTOR shall, to the extent necessary for the delivery of the Services, ensure that it makes available the CONTRACTOR 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) to its supply chain (including its Sub-Contractors) during the Contract Period in order to deliver the Services (and the Implementation Services).

### **39 Licences Granted by the AUTHORITY**

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

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

39.2 The licence granted in Clause 39.1 is granted solely to the extent necessary for performing the Services in accordance with this Contract. The CONTRACTOR shall not, and shall procure that the Sub-Contractors do not, use the licensed materials for any other purpose or for the benefit of any person other than the AUTHORITY.

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

39.4 In the event of the termination or expiry of this Contract, the licence referred to in Clause 39.1 shall terminate automatically and the CONTRACTOR shall deliver to the AUTHORITY all material licensed to the CONTRACTOR or in the CONTRACTOR's possession or control within ten (10) Working Days.

39.5 The provisions of this Clause 39 shall apply during the Contract Period and indefinitely afterwards.

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

## **G STANDARDS & POLICIES**

### **40 Security**

40.1 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 relevant professional standards and Best Industry Practice and Law;
- (b) meets any specific security threats to the CONTRACTOR System and to the AUTHORITY System.

40.2 Without limiting Clause 40.1(b), the CONTRACTOR shall at all times ensure that the level of security employed in the provision of the Services is in accordance with relevant professional standards and Best Industry Practice in order to minimise the risk of:

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

40.3 The CONTRACTOR shall develop, implement and maintain a Security Management Plan to apply during this Contract. The Security Management Plan shall set out the specific additional security measures that will apply to the Service The AUTHORITY is obtaining from the CONTRACTOR (including the provisions specified in Schedule 23). This will 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 Classified Information or sensitive information;
- (c) appropriate ICT standards for technical countermeasures included in the CONTRACTOR System; and
- (d) security of people, process, physical items and technology.

40.4 In addition to Clause 40.3, the CONTRACTOR shall develop within 30 Working Days of the commencement of the Contract, Quality Plans that ensure that all aspects of the Services are the subject of quality management systems.

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

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

## **41 Environment**

41.1 The CONTRACTOR shall:

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

## **42 Standards**

42.1 The CONTRACTOR shall at all times comply with Good Industry Practice and the provisions of Schedule 14 (Standards) and where applicable shall maintain accreditation with the relevant standards' authorisation body. The CONTRACTOR shall demonstrate compliance should the AUTHORITY so request.

42.2 The CONTRACTOR shall discuss with the AUTHORITY any conflict that the CONTRACTOR reasonably believes that there is or will be between any of the standards and any other obligation under this Contract, and shall comply with the AUTHORITY's decision on the resolution of that conflict.

## **H CONTRACT GOVERNANCE**

### **43 Transfer and Sub-Contracting**

43.1 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.

43.2 The CONTRACTOR shall be responsible for entering into any contracts with Sub-Contractors as considered necessary by the CONTRACTOR and shall be responsible for payment of their fees. Any fees or expenses claimable by Sub-Contractors and any costs or responsibilities incurred by the CONTRACTOR in employing Sub-Contractors are considered to be included in this Contract.

43.3 The AUTHORITY may require the CONTRACTOR to terminate:

(a) a Sub-Contract where:

(i) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the AUTHORITY'S right of termination under Clauses 64 and 65;

(ii) in the reasonable opinion of the AUTHORITY, the relevant Sub-Contractor or any of its Affiliates has embarrassed the AUTHORITY, any Contracting Authority or any Crown Body or otherwise brought the AUTHORITY, any Contracting Authority or any Crown Body into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in such entities, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Services or otherwise;

(b) the relevant Sub-Contractor has failed to comply with the performance of its Sub-Contract with:

(i) applicable Laws; and/or

(ii) any contractual obligations which have been included in the relevant Sub-Contract including those listed in Clauses 44.1 and 44.2 below;

(c) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to:

(i) a material delay to, or breach of this Contract by the CONTRACTOR; and/or

(ii) a breach by the AUTHORITY of any material agreement between the AUTHORITY and any third party in relation to the Services.

43.4 Save as set out otherwise in this Clause 43 and save for the approved Key Sub-Contractors detailed in Schedule 6, this Contract is personal to the CONTRACTOR, who shall not assign, novate, Sub-Contract or otherwise dispose of its rights and obligations under the Contract, in whole or in part, without prior Approval. Sub-contracting any part of this Contract shall not relieve the CONTRACTOR of any of its obligations or duties under this Contract.



43.5 Notwithstanding 43.4, the CONTRACTOR may assign to a third party ("**Assignee**") the right to receive payment of the Contract Price or any part thereof due to the CONTRACTOR under this Contract. Any assignment under this Clause 43.5 shall be subject to:

- (a) reduction of any sums in respect of which the AUTHORITY exercises its right of recovery under Clause 27 (Recovery of Sums Due);
- (b) all related rights of the AUTHORITY under this Contract in relation to the recovery of sums due but unpaid; and
- (c) the AUTHORITY receiving notification under Clauses 43.6 and 43.7 .

43.6 In the event that the CONTRACTOR assigns the right to receive the Contract Price under Clause 43.5, the CONTRACTOR shall notify the AUTHORITY in writing of the assignment and the date upon which the assignment becomes effective.

43.7 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.

43.8 If Approval is given in respect of Clause 43.4, the CONTRACTOR shall ensure that any Sub-Contractor has appropriate legal and financial status and is appropriately qualified to perform the Services.

43.9 The AUTHORITY may withhold or delay its consent where it considers that:

- (a) the appointment of a proposed Sub-Contractor may prejudice the provision of the Services or may be contrary to the interests of the AUTHORITY; and/or
- (b) the proposed Sub-Contractor is considered to be unreliable and/or has not provided reasonable services to its other customers.

43.10 Upon request, a copy of each Sub-Contract agreed under this Clause 43 shall be sent by the CONTRACTOR to the AUTHORITY as soon as is reasonably possible. The AUTHORITY may use this information only to verify CONTRACTOR's compliance with the terms of this Contract and for no other purpose

43.11 The CONTRACTOR shall not terminate or materially amend the terms of any Sub-Contract insofar as they specifically relate to the sub-contracted services without the AUTHORITY's prior written consent, which shall not be unreasonably withheld or delayed.

43.12 The AUTHORITY shall be entitled to:

- (a) assign, novate, Sub-Contract or otherwise dispose of its rights and obligations under this Contract to any Contracting Authority (including any Replacement Contractor);
- (b) novate this Contract and any associated third party licences to any successor to the AUTHORITY following a reorganisation within government or to any body other than a Contracting Authority in order substantially to perform any of the functions that previously had been performed by the AUTHORITY;
- (c) novate this Contract to any private sector body which substantially performs the AUTHORITY's functions; or
- (d) assign, novate, Sub-Contract or otherwise dispose of its rights and obligations under this Contract to any other person with the prior written consent (not to be unreasonably withheld) of the CONTRACTOR,

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

43.13 Any change in the AUTHORITY's legal status such that it ceases to be a Contracting Authority shall not, subject to Clause 43.12, affect the validity of this Contract. In such circumstances, this Contract shall bind and inure to the benefit of any successor body to the AUTHORITY.

43.14 If the rights and obligations under this Contract are assigned, novated or otherwise disposed of pursuant to Clause 43.9 to a body which is not a Contracting Authority or if there is a change in the legal status of the AUTHORITY that it ceases to be a Contracting Authority (both such bodies referred to in this Clause as the "**Transferee**"):

- (a) the rights of termination of the AUTHORITY in Clauses 64 (Termination on Insolvency or Change of Control) and 65 (Termination on Default) shall be available to the CONTRACTOR in the event of, respectively, the bankruptcy or insolvency, or Default of the Transferee;
- (b) the Transferee shall only be able to assign, novate, or otherwise dispose of its rights and obligations under this Contract or any part thereof with the previous consent in writing of the CONTRACTOR.

43.15 The AUTHORITY may disclose to any Transferee any Confidential Information of the CONTRACTOR which relates to the performance of the CONTRACTOR's obligations under this Contract. In such circumstances, the AUTHORITY shall authorise the Transferee to use such Confidential Information only for purposes

relating to the performance of the CONTRACTOR's obligations under this Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

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

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

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

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

#### **44 Supply chain protection**

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

- (a) giving the CONTRACTOR a right to terminate the Sub-Contract if the Sub-Contractor fails to comply in the performance of the Sub-Contract with applicable Law;
- (b) requiring the CONTRACTOR or other party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion;

- (c) that if the CONTRACTOR or other party fails to consider and verify an invoice in accordance with sub-paragraph (b), the invoice shall be regarded as valid and undisputed for the purpose of sub-paragraph (d) after a reasonable time has passed;
- (d) requiring the CONTRACTOR or other party to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding thirty (30) days of verifying that the invoice is valid and undisputed; and
- (e) giving the AUTHORITY a right to publish the CONTRACTOR's compliance with its obligation to pay undisputed invoices within the specified payment period; and
- (f) requiring the Sub-Contractor to include a clause to the same effect as this Clause 44 in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract.

44.2 The CONTRACTOR shall ensure that all Key Sub-Contracts include:

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

- (g) a provision enabling the AUTHORITY or any other person on behalf of the AUTHORITY to step-in and perform the Services;
- (h) in any Sub-Contract with a Key Sub-Contractor, a provision requiring the Key Sub-Contractor to:
- (i) promptly notify the CONTRACTOR and AUTHORITY in writing of any of the following of which it is, or ought to be aware:
  - (A) the occurrence of a Financial Distress Event in relation to the Key Sub-Contractor; or
  - (B) any fact, circumstance or matter of which it is aware which could cause the occurrence of a Financial Distress Event in relation to the Key Sub-Contractor,

and in any event, provide such notification within five (5) Working Days of the date on which the Key Sub-Contractor first became aware of such; and

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

44.3 The CONTRACTOR shall:

- (a) pay any undisputed sums which are due from it to a Sub-Contractor within 30 days of verifying that the invoice is valid and undisputed;
- (b) regularly report to the AUTHORITY on its compliance with Clause 44.3, such reporting to be certified by a director of the CONTRACTOR as being accurate and not misleading.

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

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

45.1 The CONTRACTOR shall:

- (a) subject to Clause 45.4, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Contract Period;
- (b) within 90 days of awarding a Sub-Contract to a Sub-Contractor, update the notice on Contracts Finder with details of the successful Sub-Contractor;
- (c) monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- (d) provide reports on the information at Clause 45.1(c) to AUTHORITY in the format and frequency as reasonably specified by the AUTHORITY; and
- (e) promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

45.2 Each advert referred to at Clause 45.1 above shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the CONTRACTOR.

45.3 The obligation at Clause 45.1 shall only apply in respect of Sub-Contract opportunities arising after the contract award date.

45.4 Notwithstanding Clause 45.1, the AUTHORITY may by giving its prior written approval, agree that a Sub-Contract opportunity is not required to be advertised on Contracts Finder.

## **46 Waiver**

46.1 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.

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

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

## **47 Variation of the Services**

47.1 The CONTRACTOR shall not Vary the Services except as directed by the AUTHORITY, but the AUTHORITY reserves the right, in giving reasonable written notice to the CONTRACTOR, to Vary the

Services. Any such Variation shall be subject to Variation Process, except in the event of an emergency where the AUTHORITY may Vary the Services by oral instructions, which will be confirmed in writing according to Clause 53 (Notices).

- 47.2 If, in the opinion of the CONTRACTOR, any Variation of the Services is likely to prevent the CONTRACTOR from fulfilling any of its obligations under the Contract, the CONTRACTOR shall inform the AUTHORITY as soon as is reasonably possible, and the AUTHORITY shall respond within ten (10) Working Days to inform the CONTRACTOR whether or not the Variation shall be carried out. Until the AUTHORITY confirms such instructions in writing, they shall be considered not to have been given.
- 47.3 In the event of a Variation to the Services, the Contract Price may also be Varied. Where the AUTHORITY requires a Variation to the Services, the CONTRACTOR shall provide the AUTHORITY with an estimate of any resultant variation in the Contract Price, which must be agreed with the AUTHORITY. Any such variation in Contract Price must be an amount that properly and fairly reflects the nature and extent of the Variation. Without prejudice to the above, the rates and prices included in this Contract may be used for calculating variations in price or, alternatively, and at the AUTHORITY's sole discretion, a lump sum may be agreed between the AUTHORITY and the CONTRACTOR. In the event of no agreement between the Parties, the matter shall be determined by negotiation or mediation in accordance with the provisions of Clause 76 (Dispute Resolution).
- 47.4 If the cost to the CONTRACTOR of performing its obligations under this Contract increases or decreases as a result of any new Law made after the commencement of the Contract, then any Variation to the Charges proposed by the CONTRACTOR as a consequence of this Law shall be subject entirely to the AUTHORITY's Approval. No such Variation shall be allowed in relation to any Law made before the commencement of the Contract, or which was made after the commencement of this Contract but made public prior to the commencement of the Contract, and in these instances the impact of any such Variation on the CONTRACTOR's costs shall be considered to have been included in the Charges.
- 47.5 For the avoidance of doubt, Clause 47.4 shall not relieve the CONTRACTOR of any of its responsibilities to comply with any Law.
- 47.6 In proposing any Variation under Clause 47.4, the CONTRACTOR shall have due regard to any adverse financial consequences for the AUTHORITY and shall take all reasonable steps to mitigate their extent.
- 47.7 The CONTRACTOR shall provide such information as may be reasonably required to enable any Variation to the Contract Price to be calculated.

## **48 Severability**

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

48.2 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.

#### **49 Remedies in the Event of Inadequate Performance**

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

- (a) enforce the rights under Clause 158 and/or 159 as relevant;
- (b) direct the CONTRACTOR to use all commercially reasonable endeavours to provide all such additional resources as are necessary to remedy such failure as soon as is reasonably possible at no additional charge to the AUTHORITY;
- (c) excluding Critical Key Performance Indicators and Key Performance Indicators, which shall be managed in accordance with Schedule 4 (Service Levels), 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;
- (d) without terminating the Contract, itself make other arrangements (with the CONTRACTOR's reasonable assistance where required by the AUTHORITY) to provide or procure part or all of the Services until such time as the CONTRACTOR shall have shown to the AUTHORITY's reasonable satisfaction that the CONTRACTOR shall once more be able to perform such Services in accordance with this Contract; in which case, the AUTHORITY shall be entitled to recover from the CONTRACTOR the costs (including administration) of making these other arrangements, to the extent that such costs exceed the payment which would otherwise have been payable to the CONTRACTOR for such Services;
- (e) trigger its step-in rights as set out in Clause 51 (Step-In Rights); and/or
- (f) consider that the CONTRACTOR has committed a Default and take such measures it considers appropriate under Clause 64 (Termination on Insolvency or Change of Control) and Clause 65 (Termination on Default).

#### **50 Remedies Cumulative**

All remedies available to either Party for Default of this Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be considered an election of such



remedy to the exclusion of other remedies (save always that the AUTHORITY shall have no right to receive compensation more than once in respect of a particular claim).

## **51 Step-In Rights**

51.1 If:

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

the AUTHORITY may:

- (d) require the CONTRACTOR by notice to take steps as the AUTHORITY considers necessary to mitigate or rectify the circumstances giving rise to the AUTHORITY's right to step-in; and/or
- (e) appoint any person to work alongside the CONTRACTOR (but without diminishing the CONTRACTOR's responsibilities under this Contract) in performing all or a part of the Services (including such of the Services provided by any Sub-Contractor); and/or cooperate fully.

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

- (a) the action the AUTHORITY proposes to take and the Services it proposes to control;
- (b) reason and objective for action;
- (c) date proposed to commence action;
- (d) time period for action;
- (e) access to CONTRACTOR and/or Service Sites; and

- (f) From the point where the AUTHORITY has stepped in to take over the affected Services, the AUTHORITY shall not be obliged to pay the Charges in respect of Services subject to required action.

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

## **52 Representatives**

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

## **53 Notices**

53.1 Unless otherwise specified in the Contract, no notice or other communication from one Party to the other shall have any validity under this Contract unless made in writing by or on behalf of the Party concerned, where "in writing" shall mean by letter (sent by hand or post), or by electronic mail (confirmed by letter), sent to the addressee of the Party as specified on page 1 of this Contract.

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

## **54 Monitoring and Management Information**

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

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

54.3 Upon receipt of the Management Information supplied by the CONTRACTOR in response to a request under Clause 54.2 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.

54.4 In the event that CCS shares the Management Information or information provided under Clause 54.2 in accordance with Clause 54.3(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).

54.5 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.

## **55 Entire Agreement**

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

55.2 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.

55.3 The CONTRACTOR acknowledges that it has:

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

## **56 Governance**

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

## **57 Conduct of Claims**

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

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

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

57.4 In the event of the CONTRACTOR conducting any litigation in accordance with Clause H57.2, the CONTRACTOR shall not take any step in such action without consulting with the AUTHORITY and giving full consideration to the good reputation of the AUTHORITY, the nature of its business and its public perception.

## **I LIABILITIES**

### **58 Implementation Delays**

58.1 If, at any time, the CONTRACTOR becomes aware that it will not (or is unlikely to) Achieve any Milestone by the Milestone Date it shall as soon as reasonably practicable notify the AUTHORITY of the fact of the Delay and summarise the reasons for it.

58.2 The CONTRACTOR shall, as soon as reasonably practicable and in any event not later than five (5) Working Days after the initial notification, give the AUTHORITY full details in writing of:

(a) the reasons for the Delay;

(b) the consequences of the Delay; and

(c) if the CONTRACTOR claims that the Delay is due to an Authority Cause, the reason for making that claim.

58.3 Whether the Delay is due to an Authority Cause or not, the CONTRACTOR shall make all reasonable endeavours to eliminate or mitigate the consequences of the Delay.

58.4 Where the CONTRACTOR considers that a Delay is being caused or contributed to by an AUTHORITY Cause, the AUTHORITY shall not be liable to compensate the CONTRACTOR for Delays unless the CONTRACTOR has fulfilled its obligations.

58.5 Any Disputes about or arising out of Delays shall be resolved through Clause 76 (Dispute Resolution). Pending the resolution of the Dispute, both parties shall continue to work to resolve the causes of, and mitigate the effects of, the Delay.

58.6 A draft Correction Plan shall identify the issues arising out of the Delay and the steps that the CONTRACTOR proposes to take to Achieve the Milestone in accordance with this Contract.

58.7 The draft Correction Plan shall be submitted to the AUTHORITY for its approval as soon as possible and in any event not later than five (5) Working Days (or such other period as the AUTHORITY may permit and notify to the CONTRACTOR in writing) after the initial notification.

58.8 The AUTHORITY shall not withhold its approval of a draft Correction Plan unreasonably. If the AUTHORITY does not approve the draft Correction Plan it shall inform the CONTRACTOR of its reasons and the CONTRACTOR shall take those reasons into account in the preparation of a further draft Correction Plan, which shall be resubmitted to the AUTHORITY within five (5) Working Days of the rejection of the first draft.

58.9 The CONTRACTOR shall comply with its Correction Plan following its approval by the AUTHORITY.

## **59 Delays due to CONTRACTOR Default**

59.1 If the Test Success Criteria and/or a Milestone is not Achieved due to the CONTRACTOR's Default, the AUTHORITY shall promptly issue a non-conformance report to the CONTRACTOR categorising the Test issues as described in the Testing Procedures or setting out in detail the non-conformities where no testing has taken place, including any other reasons for the relevant Milestone not being Achieved and the consequential impact on any other Milestones.

59.2 The AUTHORITY may at its discretion (without waiving any rights in relation to the other options) choose to:

(a) issue a Milestone Achievement Certificate conditional on the remediation of the Test issues, or the non-conformities where no testing has taken place, in accordance with an agreed Correction Plan; and/or

(b) if the Test issue is a material Test issue, refuse to issue a conditional Milestone Achievement Certificate and the escalate the matter in accordance with Clause 76 (Dispute Resolution);

(c) require the payment of Delay Payments, which shall be payable by the CONTRACTOR on demand, where this Contract identifies that Delay Payments are payable in respect of the relevant Milestone. The Delay Payments will accrue on a daily basis from the relevant Milestone Date and will continue to accrue until the date when the Milestone is Achieved in accordance with the Correction Plan. Delay Payments for each day the Achievement of a relevant Milestone is delayed shall be a sum of £50,000 per day.

59.3 Where this Contract does not identify the payment of Delay Payments in respect of a Milestone the AUTHORITY reserves its rights and remedies. Otherwise Delay Payments are provided as the primary remedy for the CONTRACTOR's failure to Achieve the relevant Milestone Date and it shall be the AUTHORITY's exclusive financial remedy except where:

- (a) the AUTHORITY is otherwise entitled to or does terminate this Contract for the CONTRACTOR's Default or for Force Majeure; or
- (b) the failure to Achieve the Milestone exceeds a period of four weeks after the relevant Milestone Date.

## **60 Liability and Indemnities**

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

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

60.2 Without prejudice to Clauses 60.1, the liability of the CONTRACTOR for Defaults shall be subject to the financial limits set out in this Clause 60.2 below:

- (a) in respect of indemnities relating to a claim by a Third Party that its IPR are infringed, confidentiality, death or personal injury, loss, destruction, corruption or degradation of data (including AUTHORITY's Data), breach of Data Protection Requirements, FOIA failure to comply, loss or damage to third party property, shall be unlimited;
- (b) any losses occasioned by wilful repudiation, without due cause, of all or part of this Contract by the CONTRACTOR, or abandonment of work by the CONTRACTOR in breach of the terms of this Contract shall be unlimited.

60.3 The CONTRACTOR shall indemnify and keep indemnified the AUTHORITY and the Crown against all claims, demands, proceedings, suits, actions, losses, (including indirect and consequential loss and loss of profits, business, revenue or goodwill), damages, charges, costs and expenses (including legal costs and

disbursements on a solicitor and client basis), which are incurred by the AUTHORITY or the Crown as a result of any Default by the CONTRACTOR. This includes, but is not limited to, the following:

- (a) in respect of death or personal injury, or loss of or damage to property, caused directly or indirectly by any Default by the CONTRACTOR or the Staff, unless the CONTRACTOR is able to demonstrate that these were not caused or contributed to by its Default, or that of the Staff, or by any circumstances within its or their control;
- (b) any Default by the CONTRACTOR under:
  - (i) the Statistics of Trade Acts 1947;
  - (ii) the Sale of Goods Act 1979;
  - (iii) the Supply of Goods and Services Act 1982.
- (c) any Default in respect of:
  - (i) Clause 19 (Prevention of Fraud);
  - (ii) Clause 20 (Prevention of Bribery and Corruption);
  - (iii) Clause 21 (Equality, Diversity, Non-Discrimination & Modern Slavery)
  - (iv) Clause 29 (Data Protection Act);
  - (v) Clause 32 (Confidential Information)
  - (vi) Clause 35 (Freedom of Information);
  - (vii) Clause 37 (Intellectual Property Rights);
- (d) Fraud or wilful Default.

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

60.5 Subject always to Clauses 60.1 and 60.6, in no event shall either Party be liable to the other for any:

- (a) loss of profits, business, revenue or goodwill;

- (b) loss of savings (whether anticipated or otherwise); and/or
- (c) indirect or consequential loss or damage.

60.6 Notwithstanding anything to the contrary, the AUTHORITY shall be entitled to recover as a Direct Loss:

- (a) additional operational and administrative costs and expenses arising from the CONTRACTOR's Default, including costs relating to the time spent by the AUTHORITY's management and employees in dealing with the consequences of the Default;
- (b) any wasted expenditure, payments or charges rendered unnecessary and/or incurred by the AUTHORITY as a result of any Default by the CONTRACTOR; and
- (c) reasonable costs and expenses incurred by the AUTHORITY in rectifying a Default of the CONTRACTOR, and in procuring Replacement Services for the remainder of the Contract Period.

60.7 Subject to Clauses 60.1, 60.5 and 60.6 the CONTRACTOR's total liability to the AUTHORITY under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall in no event exceed the greater of a) £10,000,000 or b) one hundred and twenty five per cent (125%) of the total Contract Price paid or payable by the AUTHORITY to the CONTRACTOR for the Services. Subject to Clauses 60.1, 60.5 and 60.6, the CONTRACTOR's aggregate liability in respect of loss of or damage to AUTHORITY Data or breach of the Data Protection Legislation that is caused by Default of the CONTRACTOR occurring in each and any Contract Year shall in no event exceed £10 million.

60.8 Subject to Clauses 60.1 and 60.5, the AUTHORITY's total liability to the CONTRACTOR under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall in no event exceed £10,000,000 save that nothing in this Clause shall limit the payment of the Contract Price by AUTHORITY for the Services delivered.

60.9 Service Credits shall not be included in any liability cap set out in this Contract.

60.10 The financial sums specified in this Clause shall be subject to indexation in accordance with the formula set out in this Contract.

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

60.12 Any amendments to this Contract agreed as a result of discussions under Clause 60.11 shall be implemented under the provisions of Schedule 15 (Contract Variations).



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

## **61 Insurance**

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

61.2 The CONTRACTOR shall effect and maintain the insurances with insurers who are at all times of good financial standing and reputation and for a period of insurance which includes:

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

61.4 During the Contract Period and for six (6) years after the expiration or earlier termination of this Contract, whichever is later, the CONTRACTOR shall maintain insurance coverage to cover its obligations under this Contract as follows:

- (a) Employer's (Compulsory) Liability Insurance = £5,000,000
- (b) Public Liability Insurance = £10,000,000
- (c) Professional Indemnity Insurance = £5,000,000

61.3 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.

## **62 Liquidated Damages**

62.1 Without prejudice to any other remedies available to the AUTHORITY whether under this Contract or otherwise including the AUTHORITY's right to receive Service Credits for the CONTRACTOR's failure to meet the Service Levels and solely with regards to any Delays for Milestones as agreed in an Implementation Plan:

- (a) If supply of the Services and/or Deliverables is not achieved by the date(s) agreed, specified in this Contract or, where an extension of time has been agreed, the revised date for delivery, the CONTRACTOR will pay to the AUTHORITY as Liquidated Damages for each day of delay, after the date or the revised date for delivery as applicable, a sum of twenty-five thousand (£25,000.00). Subject to the AUTHORITY's right to claim Service Credits for failures of the Service Levels, such payment will be in full and final settlement of the CONTRACTOR's liability for any loss or damage incurred by the AUTHORITY up to the end of the period in which Liquidated Damages are payable.
- (b) If supply of the Services is not achieved by the end of the period in which Liquidated Damages are payable, the AUTHORITY will be entitled to claim any remedy available to it for loss or damage incurred by it after the end of that period.

62.2 No payment or concession to the CONTRACTOR by the AUTHORITY or other act or omission of the AUTHORITY will in any way affect its rights to recover Liquidated Damages under this Clause 162 or will be considered to be a waiver of the right of the AUTHORITY to recover such damages unless such waiver has been expressly made in writing by the AUTHORITY.

### **63 Warranties and Representations**

63.1 The CONTRACTOR warrants and represents that:

- (a) it has full capacity and authority and all necessary consents, including (and where its procedures so require) the consent of its Parent Company, to enter into and perform this Contract and that this Contract is entered into by the CONTRACTOR's legal or duly authorised representative;
- (b) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract;
- (c) there are no actions, suits or proceedings or regulatory investigations pending or, to the CONTRACTOR's knowledge, threatened against or affecting the CONTRACTOR before any court or administrative body or arbitration tribunal that might affect the ability of the CONTRACTOR to meet and carry out its obligations under this Contract;
- (d) it has and will continue to have all necessary rights in and to the CONTRACTOR Software or the Third Party Software and/or the CONTRACTOR's Background IPRs, or any other materials made available by the CONTRACTOR and/or the Sub-Contractors to the AUTHORITY necessary to perform the CONTRACTOR's obligations under this Contract;

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

63.2 The CONTRACTOR acknowledges and agrees that:

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

## **J DEFAULT, DISRUPTION & TERMINATION**

### **64 Termination on Insolvency or Change of Control**

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

- (a) a proposal is made for a voluntary arrangement within Part 1 of the Insolvency Act 1986, as updated by the Enterprise Act 2002, or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona reconstruction or amalgamation); or
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986, as updated by the Enterprise Act 2002; or
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint and administrator is given; or
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986, as updated by the Enterprise Act 2002; or
- (g) being a "small company" within the meaning of section 382 of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed in Clause 64.1(a)-64.1(g) occurs under the law of any other jurisdiction.

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

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

- (a) being notified that a change of control has occurred; or

- (b) where no notification has been made, the date that the AUTHORITY becomes aware of the change of control,

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

## **65 Termination on Default**

65.1 The AUTHORITY shall be entitled to terminate the Contract, or terminate the provision of any part of this Contract by written notice to the CONTRACTOR with immediate effect if the CONTRACTOR commits a Default (subject to the Parties complying with Clause 65.2 in the event of a Service Failure) and if:

- (a) the CONTRACTOR has not remedied the Default to the reasonable 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 reasonable opinion of the AUTHORITY, capable of remedy.

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

65.3 The AUTHORITY shall be entitled to terminate the Contract, or terminate the provision of any part of this Contract by written notice to the CONTRACTOR with immediate effect in the circumstances set out in Paragraph 5 of Schedule 19 (Financial Distress).

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

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

## **66 Termination in relation to Promoting Tax Compliance**

66.1 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 63.1(g)(ii) is materially untrue; or

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

## **67 Break (Termination without cause)**

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

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

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

67.3 Where the provisions of clause 67.1 apply to Sub Contractors, and to the extent that the AUTHORITY has approved the termination of the CONTRACTOR's contracts with its Sub Contractors, the CONTRACTOR shall be entitled to one Working Day of additional notice in respect of those Sub Contractors.

## **68 Termination for breach of procurement law**

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

- (a) at any time where this Contract should not have been entered into in view of a serious infringement of obligations under European Law declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU;
- (b) if this Contract has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure,

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

## **69 Consequences of Expiry or Termination**

69.1 Where the AUTHORITY terminates this Contract or the performance of any part of the Services under Clause 65 (Termination on Default) or Clause 66 (Termination in relation to Promoting Tax Compliance)

and then makes other arrangements for the supply of Services, the AUTHORITY may recover from the CONTRACTOR the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the AUTHORITY throughout the remainder of this Contract Period. The AUTHORITY shall take all reasonable steps to mitigate such additional expenditure. Where this Contract is terminated under Clause 65 (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.

69.2 Where the AUTHORITY terminates this Contract under Clause 67 (Break (Termination without cause)), the AUTHORITY shall indemnify the CONTRACTOR against any commitments, liabilities or expenditure (which are reasonably and properly chargeable by the CONTRACTOR in connection with the Contract) to the extent to which they would otherwise represent an unavoidable loss (excluding loss of profit) by the CONTRACTOR by reason of termination of the Contract, provided the CONTRACTOR takes all reasonable steps to mitigate such loss. Where the CONTRACTOR holds insurance, the CONTRACTOR shall reduce its unavoidable costs by any insurance sums available.

69.3 The CONTRACTOR shall submit a fully itemised and costed list, with supporting evidence, of all such losses reasonably incurred under Clause 69.2.

69.4 The AUTHORITY shall not be liable under Clause 69.2 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.

69.5 Save as otherwise expressly provided in the Contract:

- (a) termination or expiry of this Contract shall be without prejudice to any rights and remedies of the CONTRACTOR and the AUTHORITY accrued before such termination or expiry. Nothing in this Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry.
- (b) termination of this Contract shall not affect the continuing rights, remedies or obligations of the AUTHORITY or the CONTRACTOR under Clauses:

19 Prevention of Fraud

20 Prevention of Bribery and Corruption

26	Payment and Tax
27	Recovery of Sums Due
29	Data Protection Act
31	Official Secrets Act
32	Confidential Information
35	Freedom of Information
36	Audit Access/Open Book Accounting
37	Intellectual Property Rights
50	Remedies Cumulative
158	Liability and Indemnities
61	Insurance
69	Consequences of Expiry or Termination
71	Exit Management and Recovery on Termination
77	Governing Law and Jurisdiction

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

## **70 Disruption and Business Continuity**

70.1 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.

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

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



70.4 If the CONTRACTOR's proposals referred to in Clause 70.3 are considered insufficient or unacceptable by the AUTHORITY acting reasonably, then this Contract may be terminated with immediate effect by the AUTHORITY by notice in writing.

70.5 If the CONTRACTOR is temporarily unable to fulfil the requirements of this 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 this Contract as a result of such disruption, provided that the CONTRACTOR has notified the AUTHORITY as soon as possible of such disruption, has used all reasonable endeavours to mitigate the effects of any such disruption and has agreed any additional costs with the AUTHORITY before incurring them.

## **71 Exit Management and Recovery on Termination**

71.1 In the event that this Contract expires or is terminated (in whole or in part) the CONTRACTOR shall, where so requested by the AUTHORITY, provide assistance to the AUTHORITY to migrate the provision of the Services to a Replacement Contractor including as set out in the Exit Plan prepared pursuant to Schedule 12 (Exit Arrangements).

71.2 The AUTHORITY and the CONTRACTOR shall comply with the Exit Management requirements set out in this Contract and more particularly in Schedule 12 (Exit Arrangements).

71.3 At the end of the Contract (however arising) and unless as otherwise provided under Schedule 12 (Exit Arrangements) or the Exit Plan, the CONTRACTOR:

- (a) shall cease without delay to use and (unless authorised to destroy) shall deliver to the AUTHORITY upon request all the AUTHORITY's Property in its possession or under its control or in the possession or under the control of any permitted suppliers or Sub-Contractors;
- (b) shall not retain any copies of the object code and source code on the AUTHORITY's Software and any Third Party Software made available by the AUTHORITY to the CONTRACTOR; and
- (c) shall co-operate with the AUTHORITY and any new CONTRACTOR appointed by the AUTHORITY to provide assistance to continue or take over the performance of the Services, and the CONTRACTOR shall use all reasonable endeavours to ensure an effective transition of service provision to a new contract.

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

71.4 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.

71.5 The CONTRACTOR shall provide any Transferring Employee Information (as defined in Clause 1.8 of Schedule 26) in relation to TUPE, as agreed in this Contract.

## **72 Force Majeure**

72.1 Subject to the remaining provisions of this Clause 72, 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.

72.2 For the purposes of this Clause 72, Force Majeure shall be limited to governmental regulations, war, civil war, terrorist attack, fire, flood, or other natural disasters or other circumstances outside of the reasonable control of the Party claiming Force Majeure. For the avoidance of doubt, it does not include:

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

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

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

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

## **K EMPLOYMENT MATTERS**

### **73 The Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)**

- 73.1 Schedule 26 shall have effect.

### **74 NOT USED**

### **75 Post Transfer Reporting**

As part of its normal reporting responsibilities, The CONTRACTOR has an ongoing duty during the course of this Contract to provide the AUTHORITY with any new information pertaining to this Clause.

## **L DISPUTES & LAW**

### **76 Dispute Resolution**

- 76.1 The Parties shall resolve all Disputes arising out of or in connection with this Contract in accordance with the Dispute Resolution Procedure as set out in Schedule 8 (Dispute Resolution).
- 76.2 The CONTRACTOR shall continue to provide the Services in accordance with the terms of this Contract until a Dispute has been resolved and shall have no right to suspend any Service in which there is a Dispute until that Dispute has been resolved. AUTHORITY shall likewise continue to perform its obligations under this Contract during any Dispute.

## **77 Governing Law and Jurisdiction**

77.1 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.

## **78 Compliance with Legislation**

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

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

## **79 Changes in Law**

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

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

79.3 Any assessment of a change must include:

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

79.4 Any relief from the CONTRACTOR's obligations agreed by the parties pursuant to Clause L79.2 and Clause L79.3 shall be implemented in accordance with the Variation Process.

79.5 The CONTRACTOR shall not be entitled to any other payment or relief in respect of any Specific Change in Law or associated Change (or the consequences of either other than as set out in this Clause 79).

## **80 The Welsh Language Act 1993**

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

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

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

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

## **M PROVISION AND REMOVAL OF EQUIPMENT**

### **81 Provisions of Equipment and Removal of Equipment**

81.1 The CONTRACTOR shall provide the CONTRACTOR Equipment necessary for the performance of the Services.

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

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

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

(a) provide for the haulage or carriage of the Equipment to the Premises and/or other sites as required to deliver the Services; and

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

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

81.6 The CONTRACTOR shall update the Equipment and, if relevant, any associated software on a regular basis and shall maintain all items of Equipment within the Premises and/or at other required sites in a safe and serviceable manner. The CONTRACTOR shall ensure that any updates to the Equipment and, if relevant, its associated software do not compromise AUTHORITY security.

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

(a) stop using any Equipment which in the reasonable opinion of the AUTHORITY is either hazardous, noxious or not in accordance with the requirements of this Contract; and

(b) replace such item with a suitable substitute item of Equipment.

81.8 The CONTRACTOR warrants and undertakes that:

(a) the Equipment shall be suitable for the purposes as referred to in the Services Description, be of satisfactory quality, fit for their intended purpose and shall comply with the standards and requirements set out in this Contract;

(b) unless otherwise confirmed by the AUTHORITY in writing, it will ensure that the relevant bits of Equipment and any items purchased by the CONTRACTOR partially or wholly for the purposes of providing the Services comply with requirements five (5) to eight (8), as set out in Annex 1 of the Cabinet Office Procurement Policy Note – Implementing Article 6 of the Energy Efficiency Directive (Action Note 07/14 3<sup>rd</sup> June 2014);

(c) it shall ensure that prior to use, the Equipment is manufactured, stored and/or distributed using reasonable skill and care in accordance with Good Industry Practice;

(d) without prejudice to the generality of the warranty at (c) above it shall ensure that, the relevant bits of Equipment are manufactured, stored and/or distributed in accordance with good manufacturing practice and/or good warehousing practice and/or good distribution practice, as may be defined under any Law, guidance and/or Good Industry Practice relevant to the Equipment, and in accordance with any specific instructions of the manufacturer of the Equipment;

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

81.9 The CONTRACTOR shall have access to a sufficient stock of spare equipment devices that have been specified as business critical to allow the AUTHORITY to initiate business-critical swaps of faulty equipment devices with replacement by the same model and specification of equipment device. Upon notification by the AUTHORITY or immediately on becoming aware of a fault of the Equipment by the CONTRACTOR, the CONTRACTOR shall swap the equipment device or the faulty equipment device with a spare equipment device within twenty-four (24) hours of the AUTHORITY reporting the issue or the CONTRACTOR becoming aware of the fault.

## **82 Other Equipment provisions**

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

82.2 The AUTHORITY may, at its option, purchase any item of Equipment from the CONTRACTOR at any time, if the AUTHORITY considers that the item is likely to be required in the performance of the Services following the expiry or termination of this Contract. The purchase price to be paid by the AUTHORITY shall be the fair market value.

82.3 The AUTHORITY shall have the power at any time during the performance of the Services to order in writing the removal from the Premises of any Equipment which, in the opinion of the AUTHORITY is either hazardous, noxious or not in accordance with this Contract; and the substitution of proper Equipment.

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

82.5 If the use of any part of the Equipment becomes non-viable over the life of this 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 the Staff.

## **83 Provision of Assets and Materials**

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

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



## **N OPTIONAL SERVICES**

### **84 Optional Services**

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

84.2 Implementation of the Optional Services shall be inclusive of:

- (a) the Charges as set out in Schedule 3 (Pricing);
- (b) any Services Levels in respect of the Optional Services shall be incorporated in the Service Levels as specified in Schedule 4 (Service Levels); and
- (c) the relevant Optional Services implemented in accordance with this Clause 84 shall become part of the Services for the purpose of all other sections, clauses, obligations and rights contained within this Contract.

## **O CONTRACT PERFORMANCE**

### **85 Service Levels**

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

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

85.3 If there is a Service Failure, the CONTRACTOR shall comply with the Remedial Plan Process set out in this Contract (including as set out in Schedule 4).

85.4 Service Credits shall continue to be deducted in accordance with Schedule 4 including when the CONTRACTOR is remedying a Service Failure in accordance with a Rectification Plan and/or a Remediation Plan.

- 85.5 The aggregate liability of the CONTRACTOR for Service Credits during any Contract Year shall in no event exceed the Service Credit Cap.
- 85.6 The CONTRACTOR acknowledges and agrees that Service Credits are a price adjustment to reflect the value of Services actually provided by the CONTRACTOR, and not a pre-estimate of the loss that the AUTHORITY may suffer or incur by reason of a Service Failure.
- 85.7 Where Service Credits are provided as a remedy for Service Failure in respect of the relevant Services and/or Service Levels, it shall be the AUTHORITY's exclusive financial remedy except to the extent that:
- (a) there is a Persistent Service Failure;
  - (b) the Service Failure results in the relevant Services being less than the Minimum Acceptable Level;
  - (c) the failure to perform the relevant Services in accordance with the Service Levels has arisen due to fraud or wilful default, other than by the AUTHORITY, its employees, agents or contractors;
  - (d) the Service Failure results in:
    - (i) corruption or loss of any AUTHORITY Data;
    - (ii) Service Credits which would exceed the Service Credit Cap were it not for Clause O85.5; or
  - (e) the AUTHORITY is entitled to terminate or has terminated the relevant Services or this Contract for the CONTRACTOR's Default.
- 85.8 If there is a Persistent Service Failure, the AUTHORITY shall be entitled, in addition to its other rights and remedies, to exercise its termination rights in accordance with Clause 65 (Termination on Default).
- 85.9 Where Service Credits are not provided as a remedy for a Service Failure, and the CONTRACTOR has failed to address such a Service Failure to the reasonable satisfaction of the AUTHORITY, then the AUTHORITY may, on notice to the CONTRACTOR, withhold a reasonable and proportionate amount of the Charges for those Services until such time as the relevant Service Failure is remedied.
- 85.10 The AUTHORITY and the CONTRACTOR shall review the Service Levels throughout the Contract Period in accordance with the Service Review Procedure and make any changes in accordance with the Variation Process to reflect changes in the AUTHORITY's Requirements, and additional services purchased under this Contract and any improved performance capabilities used to provide the Services.

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

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

85.12 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.

#### *KPIs*

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

### **86 Monitoring of Contract Performance**

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

### **87 Continuous Improvement and Benchmarking**

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

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

87.2 The CONTRACTOR shall ensure that the information that it provides to the AUTHORITY in accordance with Clause 87.1 shall be sufficient for the AUTHORITY to decide whether any improvement to the Services should be implemented. The CONTRACTOR shall provide any further information that the AUTHORITY reasonably requests in connection with any improvements to the Services identified by the CONTRACTOR.

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

87.4 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 on a monthly basis:

- (a) the emergence of new and evolving relevant technologies which could improve the provision of the Services, and those technological advances potentially available to the CONTRACTOR and the AUTHORITY which the Parties may wish to adopt;
- (b) new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, Benchmarking methods, likely performance mechanisms and customer support services in relation to the Services;
- (c) changes in business processes and ways of working that would enable the Services to be provided at lower costs and/or at greater benefits to the AUTHORITY; and/or
- (d) changes to the ICT environment, business processes and ways of working that would enable reductions in the total energy consumed annually in the provision of the Services.

87.5 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.

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

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

**SIGNED for the OFFICE FOR NATIONAL STATISTICS**

Signature:

Name of Authorised signatory: (block capitals): **NICK BATESON**

Position: Chief Financial Officer and Director of Finance, Planning and Performance

**Signed for and on behalf of IQVIA Ltd**

Signature

Name of authorised signatory (block capitals):

Position:

## SCHEDULE 1

### SERVICES SPECIFICATION

#### 1. OVERVIEW

The AUTHORITY has a requirement for the delivery of all operational aspects of UK fieldwork for the AUTHORITY's COVID-19 Infection Survey throughout the period June 2021 to March 2022 (with the potential for this to be extended for 12 months to March 2023). This will include overall responsibility of integration of all Services, provision of underlying data infrastructure and data flows.

This shall include full survey and fieldwork management, including preparation of training material, recruitment of Study Workers (including the consideration of TUPE provisions) who support participant self-administration of swabs. Also including recruitment of Study Workers for the support of self-administered swabs and capillary finger-prick tests, including, training and management of the Study Workers and the provision of appointment scheduling. To also include supply chain management, blood and swab sample management system, end-to-end data flow management, quality assurance, collation of Management Information, managing and resolving complaints and incident resolution, information security and overall Service integration. With the health and safety of participants and staff the highest priority, of note is that this includes a key role leading a 'health and safety first' culture across the field operation. However, the AUTHORITY understands and agrees that the CONTRACTOR is not responsible for (i) providing advice with regards to the medical aspects of the COVID-19 Infection Survey, and (ii) designing or advising on the COVID-19 Infection Survey study protocol and any medical procedures.

The fieldwork shall cover England, Wales, Scotland and Northern Ireland and be adaptive to survey sample requirements. The anticipated field force size will need to be able to deliver circa 179,000 unique swab tests per fortnight, and 150,000 blood tests per month, across the UK. The study parameters are estimated, and these may change due to epidemiological requirements. All parameters and study design are subject to medical ethics approval.

The current survey is a large-scale operation and continued success depends on the ability to successfully align data collection resources to meet the participant testing requirement, completing the data collection to a high standard and ensuring both a high-quality respondent experience and integrity in the data flows that occur. The number of new participants required is dependent on ongoing response and attrition rates, however we estimate between 0 and 30,000 new participants per month will be recruited throughout the period until March 2023. During this time (March 2022), the number of active participants will typically be approximately 450,000, although we will only be testing at peak effort approximately 130,000 unique Tests per week. All participants shall be swab tested and up to 40% of participants shall also receive blood tests for antibodies. The number of Study Worker visits shall therefore scale accordingly based on an average Household size of approximately two participants.

The CONTRACTOR shall provide an underlying data infrastructure and ensure effective data flow, data integrity and quality standards are met. The CONTRACTOR shall also provide a comprehensive suite of daily operational Management Information to support the operation.

The fieldwork shall be supported by a participant Contact Centre to assist with, as an example, registration, data collection, complaints handling, queries and potential assisted digital completion support. Service is required 7 days a week, 24 hours a day. The current level of resource is around 150 full-time equivalent staff. The Call Centre Service must be able to flex to meet study demands.

The current level of call volumes is an average of 1,000 enquiry calls per day and 500 registration calls per day, which are variable throughout the week. The CONTRACTOR will need to be able to accommodate surges in call volumes.

The CONTRACTOR shall provide a courier, logistics and warehousing service to support the fieldwork, to arrange distribution of equipment from warehousing to field staff. In addition, the movement of biological material from Field Workers to around 100 UK-wide local collection points, to the selected UK testing centres (lighthouse labs currently at Glasgow, Milton Keynes, and Oxford) within 24-48 hours of collection. The service shall include warehousing, picking, and packing service for interviewer kits as per Schedule 5 of Annex B (Draft Contract) (estimated at 4,000 to 7,000 parcels a week). This will include swabs, personal protective equipment, testing equipment and other survey materials for supply through the duration of the study. The estimated storage space per month is between 250-and 350-Euro pallets measuring 1200mm x 800mm.

The CONTRACTOR shall also print and distribute all materials required for the field operations to be carried out and results to be sent to participant. This includes consent and assent forms, supporting field materials and personalised results letters containing name, address and a URN for each record/person in connection to CIS. As a base average, 150,000 blood results per month, and 100,000 swab results per week will require sending, alongside a suite of field materials as required.

The study design is outlined in more detail in the Protocol and any changes are subject to Research Ethics Committee (REC) approval.

**Details Requirements:**

Where relevant, Service Levels (Critical KPIs, KPIs, and PIs) In Schedule 4 are referenced throughout the requirements.

Annex 1 of this Schedule 1 provides details of the modelling and forecasted volumes.

Requirement Title and ID	Scope	KPI Ref/Outcome based deliverable (when relevant)
<p><b>Protocol and Medical Ethics</b></p> <p><b>PME1</b></p>	<p>All aspects of the medical ethics Protocol must be adhered to and any breaches will be managed as operational incidents by the AUTHORITY in accordance with the terms of the Contract and escalated to the Research Ethics Committee if necessary. The CONTRACTOR must adhere to the most recent version (as at the date of this Contract) of the medical ethics Protocol as part of their bid. However, changes may be discussed around contract award. The most recent version can be</p>	

	<p>found on the Oxford University website and further information is available in Annex G of the Contract</p> <p>Note that the Sponsor (Oxford University) and the Research Ethics Committee are responsible for making decisions on changes to the protocol</p>	
<p><b>Protocol and Medical Ethics</b></p> <p><b>PME2</b></p>	<p>The CONTRACTOR must ensure that the study is conducted according to Good Clinical Practice (GCP), all relevant legislation and the Protocol.</p> <p>This includes:</p> <ul style="list-style-type: none"> <li>• Ensuring that all staff are appropriately qualified and experienced to undertake the conduct of the clinical study and that they have current substantive and/or honorary employment or engagement contracts in place, where needed.</li> <li>• Maintaining records ensuring compliance with Sponsor requirements and applicable guidance/legislation</li> <li>• Assessing capability of Study Participants to give informed consent</li> <li>• Ensuring no study procedure is carried out on a participant until consent (where needed) is obtained following the Protocol</li> <li>• Ensuring that relevant Protocol deviations, and all serious breaches of Study conduct and/or GCP are reported to ONS and Oxford</li> <li>• Reporting suspected research misconduct to ONS and Oxford</li> </ul>	
<p><b>Information security</b></p> <p><b>ISG1</b></p>	<p>The CONTRACTOR must ensure that all applications and software (including both AUTHORITY's Software and CONTRACTOR's Software) pertaining to the COVID Infection Survey (CIS) must comply to security standards and policies throughout the build process – The AUTHORITY's Information Security team will be able to guide the CONTRACTOR</p>	<p>Security Assessment Complete</p> <p>100% pass rate on all application penetration tests. Test results must be shared with ONS security team as part of the CONTRACTOR's Management Information (MI)</p>



	regarding the policies and standards that the CONTRACTOR must adhere to	
<b>Information security</b>  <b>ISG2</b>	Software must be independently security checked to CHECK or CREST accreditation	Must be CHECK or CREST accreditation approved
<b>Information security</b>  <b>ISG3</b>	The CONTRACTOR must be able to show that send point devices are monitored, controlled, and managed. If Study Workers are using their own device, the CONTRACTOR should have a policy in place which manages and monitors security on personal devices/ National Cyber Security Centre (NCSC) guidance must be adhered to	Devices must be tracked and monitored 24x7 during the Contract Period.  Must have a policy which aligns to NCSC's guidance on personal devices (Bring Your Own Device)
<b>Information Security</b>  <b>ISG4</b>	The CONTRACTOR must follow the Security Development Lifecycle (SDLC)	SDLC evidenced
<b>Information security</b>  <b>ISG5</b>	There is a requirement that security must be incorporated into the design and implementation phase of the SDLC	Security incorporation to SDLC evidenced
<b>Information security</b>  <b>ISG6</b>	There must be an Information Security Management System (ISMS) in place that meets the scope of the services that are being delivered to ONS	ISMS aligned to ISO 27001 and evidence of such alignment provided
<b>Information security</b>  <b>ISG7</b>	The CONTRACTOR should perform penetration testing on all applications and software (including both CONTRACTOR's Software and AUTHORITY's Software) that are associated with the Services, including IT infrastructure	Penetration test evidenced

<p><b>Information security</b></p> <p><b>ISG8</b></p>	<p>The CONTRACTOR must ensure that the AUTHORITY's data in transit is protected between end user devices and the CONTRACTOR's service, internally within the service and between the service and other services (e.g., where APIs are exposed).</p> <p>The AUTHORITY's data at rest must be protected from unauthorised access, regardless of the storage media on which it is held.</p> <p>The CONTRACTOR must evidence their level of protection in line with NCSC guidelines (including details of network protection, encryption, physical security controls and data centre security, as applicable)</p>	<p>TLS 1.2 approved</p> <p>The CONTRACTOR must adhere to this standard when sharing AUTHORITYs Data between systems (internal &amp; external)</p>
<p><b>Information security</b></p> <p><b>ISG9</b></p>	<p>Where providing equipment, the CONTRACTOR must provision equipment (laptop and phone) to the Study Workers which is secure and monitored and can have the data history deleted if lost or stolen</p>	<p>Provision of equipment evidenced</p>
<p><b>Information Security</b></p> <p><b>ISG10</b></p>	<p>The CONTRACTOR must show an artefact that shows security is a consideration at policy level of their organisation</p>	<p>Artefact/s evidenced</p> <p>As part of the solution response, the CONTRACTOR must outline their organisational security capabilities and ISO standards/certifications</p>
<p><b>Information security</b></p> <p><b>ISG11</b></p>	<p>The CONTRACTOR must have a disaster recovery (DR) strategy in place which is approved in writing by the AUTHORITY</p>	<p>DR strategy evidenced and approved</p> <p>KPI: BCDR Plan must be reviewed and updated twice a year during the Contract Period</p>
<p><b>Information security</b></p> <p><b>ISG12</b></p>	<p>The CONTRACTOR must ensure there are no security incidents caused by CONTRACTOR negligence</p>	<p>PI 5.3</p>

<p><b>Information security</b></p> <p><b>ISG13</b></p>	<p>The CONTRACTOR must demonstrate protective monitoring at the application level in line with NCSC guidance and the logging of records to include but not limited to (a)collection; (b)alteration;(c)consultation; (d)disclosure (including transfers); (e)combination; (f)erasure.</p>	
<p><b>Data Security</b></p> <p><b>DSG1</b></p>	<p>The CONTRACTOR must react responsively to security breaches and containment actions taken in line with incident categorisation and time to respond</p>	<p>PI 5.1</p>
<p><b>Data Security</b></p> <p><b>DSG2</b></p>	<p>The CONTRACTOR must ensure Staff have appropriate security clearance/DBS checks prior to onboarding</p>	<p>Security clearance of staff evidenced – documentation provided of security clearance i.e., Disclosure and Barring Service documents</p>
<p><b>Data Security</b></p> <p><b>DSG3</b></p>	<p>AUTHORITY Data must be contained and kept secure In line with its protective marking or sensitivity and the AUTHORITY's policies and/or relevant legislation</p>	<p>Data security evidenced. Evidence will be the relevant policies and process documentation from the CONTRACTOR (e.g., Data Access Policy, Physical Security Policy, Information Classification Policy), documentation demonstrating certification/alignment against applicable standards (e.g., ISMS27001), as well as reports of independent security testing (e.g., IT Health Check, etc.) of infrastructure components and applications applicable to the services being provided</p>
<p><b>Data Security</b></p> <p><b>DSG4</b></p>	<p>Permission lists must be maintained for Staff accessing sensitive data</p>	<p>Permission sets evidenced and in place</p>

<p><b>Data Security</b></p> <p><b>DSG5</b></p>	<p>The CONTRACTOR infrastructure and procedures must put data security at the heart of its policy making</p>	<p>Data Security policy evidenced</p>
<p><b>Data Security</b></p> <p><b>DSG6</b></p>	<p>The CONTRACTOR must not transfer AUTHORITY's Data outside the United Kingdom without written permission from the CONTRACTOR.</p> <p>The CONTRACTOR must be proactive in preparing for legislation changes around EU exit</p>	<p>AUTHORITY's Data held within UK evidenced</p>
<p><b>Data Integration</b></p> <p><b>DIG1</b></p>	<p>The CONTRACTOR must actively monitor the data flows between them, the participant, the AUTHORITY, Test and Trace (England), Test Trace Protect (Wales), Test and Protect (Scotland), Test Trace and Protect (NI), and the Study Workers</p>	
<p><b>Data Integration</b></p> <p><b>DIG2</b></p>	<p>The data flows must include registration, appointment scheduling, the survey questionnaire, barcode upload, storage and matching, swab, and blood results, and flows to external organisations e.g., National Testing programmes</p>	
<p><b>Data Integration</b></p> <p><b>DIG3</b></p>	<p>The CONTRACTOR must conform to an agreed standard of data that is integrated with the AUTHORITY's preferred data transfer mechanisms. This means that the data values, content, labels, and metadata must be consistent</p>	<p>Data standards evidenced</p>
<p><b>Data Integration</b></p> <p><b>DIG4</b></p>	<p>There is a requirement for full end to end traceability of the data to ensure the right people access the right level of data. The CONTRACTOR should supply the AUTHORITY evidence of their ongoing data access management when requested for audit purposes</p>	<p>End to End testing evidenced</p> <p>The CONTRACTOR must show evidence on how they manage and revoke access rights to key systems</p>

<p><b>Data Integration</b></p> <p><b>DIG5</b></p>	<p>The CONTRACTOR must deliver a full refresh of survey data daily to the AUTHORITY inclusive of data up to the end of the previous working day.</p>	
<p><b>Data Integration</b></p> <p><b>DIG6</b></p>	<p>Data will need to be delivered daily by 9am. Any delays to the schedule must be flagged to named individuals along with a timeline and check in times for rectification of the issue</p>	
<p><b>Data Integration</b></p> <p><b>DIG7</b></p>	<p>The CONTRACTOR must provide a policy and process for data storage that is approved by the AUTHORITY. This must include Data Archiving. Approval should be the responsibility of the CONTRACTOR's senior management. The policy should be in line with the corresponding AUTHORITY's policy. The CONTRACTOR would be the approving AUTHORITY for the third party</p>	
<p><b>Data Integration</b></p> <p><b>DIG8</b></p>	<p>Data should be delivered into the AUTHORITY's Secure File Transfer Protocol (SFTP) (using either Move-IT or Amazon Web Services (AWS)) according to ONS security policies. The AUTHORITY would manage the creation and maintenance of an account to access the system, but the software must be acquired and accessed by the CONTRACTOR</p>	
<p><b>Data Integration</b></p> <p><b>DIG9</b></p>	<p>The CONTRACTOR must be able to deliver complete metadata on all files sent to the AUTHORITY.</p> <p>This must include versioned data specifications, interface specifications and code lists.</p> <p>The CONTRACTOR should also provide a Manifest file for each data transfer. Manifest files provide information on files being</p>	<p>Metadata evidenced by providing versioned data specifications, interface specifications and code lists. The CONTRACTOR should also provide a Manifest file for each data transfer</p>

	transferred, including details of provenance, version, content, and CONTRACTOR identification details, as per agreed data standard	
<b>Data Integration</b> <b>DIG10</b>	The CONTRACTOR must evidence the effectiveness of the mechanism for data transfer. The CONTRACTOR must provide assurance that the proposed transfer mechanism is compliant with the AUTHORITY's policies and principles. In terms of effectiveness, smoke tests/volume tests can be arranged with the CONTRACTOR where needed to demonstrate the mechanism works as expected	Mechanism for data transfer evidenced. This would involve asking for a test file to be issued using the transfer system in order that the AUTHORITY can ensure the system is working correctly
<b>Data Integration</b> <b>DIG11</b>	There must be flexibility and agility in data transfer due to changing requirements	
<b>Data Integration</b> <b>DIG12</b>	Data must be version controlled to cater for re-supply of datasets	
<b>Data Integration</b> <b>DIG13</b>	<p>There must be the ability to integrate survey response data with the laboratory results – using a mechanism that matches participant to survey, swab and test results. The CONTRACTOR may need to integrate data from various sources before providing to the AUTHORITY, and the AUTHORITY must be able to validate the algorithms and standards the CONTRACTOR uses when merging data.</p> <p>The CONTRACTOR must ensure a high degree of accuracy on the barcodes to ensure the questionnaire data can be effectively matched with the lab results</p>	

<p><b>Data Integration</b></p> <p><b>DIG14</b></p>	<p>The data transfer from swab collection through to the AUTHORITY must be accurate and integrated. Data accuracy recorded and monitored in Management Information Systems. The CONTRACTOR may need to auto-correct data values as appropriate and as agreed by the AUTHORITY, and an audit trail of corrections should be provided</p>	<p>Data accuracy recorded and monitored in Management Information Systems</p>
<p><b>Data Preparation, Processing and Management</b></p> <p><b>DPPMG1</b></p>	<p>The CONTRACTOR shall agree a pre-defined file format with the AUTHORITY for transferring data. The interface specification must be version controlled, and the change management process needs to be in place when the interface specification will change</p>	
<p><b>Data Preparation, Processing and Management</b></p> <p><b>DPPMG2</b></p>	<p>The CONTRACTOR must maintain a registration questionnaire, an enrolment questionnaire and shorter follow-up questionnaire. Questionnaires (plus associated code-lists) need to be version controlled</p> <p>The most recent version of the questionnaires is available on the <a href="#">Oxford University website</a></p>	
<p><b>Data Preparation, Processing and Management</b></p> <p><b>DPPMG3</b></p>	<p>Any new questions required for the survey must be able to be added to the questionnaire within 14 days including testing.</p> <p>The AUTHORITY will provide a written specification with expected validation to be built into the data collection tool in advance.</p>	<p>PI 6.3</p>
<p><b>Data Preparation, Processing and Management</b></p> <p><b>DPPMG4</b></p>	<p>The CONTRACTOR must provide a test environment for the field data collection tool that is suitable for Acceptance Testing by the AUTHORITY, which is representative of the Operational Environment as far as is reasonable in respect of its configuration and operation</p>	<p>Test environment demonstrated to the AUTHORITY</p>

	<p>The CONTRACTOR must ensure that the test and Operational Environment are as closely aligned as possible. Where testing and Operational Environments deviate, this should be clearly documented and justified, explaining how the deviation may affect the promotion of applications/services into live operation. The process should be covered in the CONTRACTOR's Software Development Lifecycle policy/documentation</p>	
<p><b>Data Preparation, Processing and Management</b></p> <p><b>DPPMG5</b></p>	<p>The CONTRACTOR should work collaboratively and not contrary to that of The AUTHORITY, and where reasonable will utilise Agile working practices for the design, development, and delivery of the contracted capability. These will include: -</p> <ul style="list-style-type: none"> <li>• Sprint review</li> <li>• Sprint reports</li> <li>• Test &amp; Release documentation</li> </ul>	
<p><b>Data Preparation, Processing and Management</b></p> <p><b>DPPMG6</b></p>	<p>The CONTRACTOR should create and agree an Acceptance Testing schedule with the AUTHORITY, which should be subject to the Variation Process. The CONTRACTOR should have the ability to generate synthetic data to be used in the testing phase</p>	
<p><b>Data Preparation, Processing and Management</b></p> <p><b>DPPMG7</b></p>	<p>The CONTRACTOR must provide a Testing Plan and Testing Reports for agreement and sign off with the AUTHORITY</p>	<p>Test Plan signed off</p>



<p><b>Data Preparation, Processing and Management</b></p> <p><b>DPPMG8</b></p>	<p>The CONTRACTOR should provide a structured release cycle with capability for multiple interim releases for priority fixes. The releases must have a versioning system.</p> <p>The AUTHORITY must know when releases are scheduled in order that they can test and make any changes their end</p>	<p>Release Cycle signed off</p>
<p><b>Data Preparation, Processing and Management</b></p> <p><b>DPPMG9</b></p>	<p>The CONTRACTOR must provide a dataset (in delimited .txt for csv files or equivalent) for each test conducted</p>	<p>Dataset evidenced</p>
<p><b>Data Preparation, Processing and Management</b></p> <p><b>DPPMG10</b></p>	<p>The CONTRACTOR dataset must be representative of that utilised within the Operational Environment, as far as is reasonable, maintaining adherence to all legal and legislative responsibilities. The CONTRACTOR must provide evidence of this to the AUTHORITY upon request, within an agreed timescale</p>	
<p><b>Data Preparation, Processing and Management</b></p> <p><b>DPPMG11</b></p>	<p>The CONTRACTOR shall ensure that any system on which holds any AUTHORITY Data, including back-up data, is a secure system that follows Good Industry Practice and includes a Data Archiving system.</p> <p>The CONTRACTOR must provide evidence that their data holding system complies with the AUTHORITY's security principles (e.g., in the form of certification and/or alignment with NCSC (National Cyber Security Centre) guidelines, the latest GDS Design Principles, international standards, such as ISO27001, etc.)</p>	

<p><b>Data Preparation, Processing and Management</b></p> <p><b>DPPMG12</b></p>	<p>The CONTRACTOR must group regional data aligned to NHS regions. These are: -</p> <ul style="list-style-type: none"> <li>- East Midlands</li> <li>- East of England</li> <li>- London</li> <li>- North East</li> <li>- North West</li> <li>- Northern Ireland</li> <li>- Scotland</li> <li>- South East</li> <li>- South West</li> <li>- Wales</li> <li>- West Midlands</li> <li>- Yorkshire and The Humber</li> </ul>	
<p><b>Disaster Recovery/ Business Continuity</b></p> <p><b>DRBCG1</b></p>	<p>The CONTRACTOR must be able to demonstrate they have a mature business continuity management system, aligned to ISO22301:2019 and an effective IT Disaster Recovery Plan aligned to ISO/IEC 27031:2011(en).</p> <p>Evidence required will include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Business impact analysis</li> <li>• BCDR (including IT Disaster Recovery Plans)</li> <li>• Annual business continuity and disaster recovery exercise reports and resultant action plans</li> <li>• Business continuity and disaster recovery entries on the Organisation Risk Register</li> <li>• Recover Point Objective and Recovery Time Objective (RTO) agreed with the AUTHORITY</li> <li>• Root cause analysis.</li> </ul>	<p>Business continuity management system aligned to ISO22301:2019</p> <p>IT Disaster Recovery Plan aligned to ISO/IEC 27031:2011(en) evidenced</p> <p>The CONTRACTOR will have an RTO and RPO of 1 day, with an agreement that if this cannot be met then the timeline is agreed within that 1 day</p> <p>PI 5.2</p>
<p><b>Disaster Recovery/ Business Continuity</b></p> <p><b>DRBCG2</b></p>	<p>The CONTRACTOR should share incident information at an operational level to give visibility of all incidents occurring</p>	
<p><b>Disaster Recovery /</b></p>	<p>If at any time the CONTRACTOR suspects or has reason to believe that the AUTHORITY's Data has or may become corrupted, lost, or</p>	<p>CKPI 4</p>

<p><b>Business Continuity</b></p> <p><b>DRBCG3</b></p>	<p>sufficiently degraded in any way for any reason, then the CONTRACTOR must notify the AUTHORITY immediately and inform the remedial action the CONTRACTOR proposes to take</p>	
<p><b>Disaster Recovery / Business Continuity</b></p> <p><b>DRBCG4</b></p>	<p>If the CONTRACTOR determines that no blood or swab visits should take place in a 24-hour period, then this must be agreed with the AUTHORITY in writing beforehand.</p>	<p>CKPI 3</p>
<p><b>Mandatory and Statutory</b></p> <p><b>MSG1</b></p>	<p>The CONTRACTOR must comply with the Welsh Language Act 1993 and the AUTHORITY Welsh Language Scheme (as amended from time to time), a copy of which is available on the <a href="#">ONS website</a></p>	<p>Evidence of complying with the Welsh Language Act 1993</p>
<p><b>Risk and Issue Management</b></p> <p><b>RIMG1</b></p>	<p>The CONTRACTOR must adhere to the AUTHORITY Risk Management Policy. This can be found on the e-sourcing portal.</p>	<p>Customer Risk Management Policy evidenced</p> <p><b>See Appendix 2</b></p>
<p><b>Risk and Issue Management</b></p> <p><b>RIMG2</b></p>	<p>Incidents and complaints must be separated and awarded a status: Gold, Silver &amp; Bronze. These will be determined by the AUTHORITY following an update from the CONTRACTOR on the incident.</p> <p><b>See Paragraphs 1.7 to 1.20 of Schedule 7 (Contract Management)</b></p>	<p>PI 2.1, PI 2.3</p>
<p><b>Risk and Issue Management</b></p> <p><b>RIMG3</b></p>	<p>Complaints relating directly to the CONTRACTOR must be managed by them directly, but the AUTHORITY must be updated if the complaint concerns a Member of</p>	

	Parliament or reputational damage to the AUTHORITY	
<b>Risk and Issue Management</b>  <b>RIMG4</b>	The CONTRACTOR must maintain an incident log with 'Date Raised' and 'Date Completed' in order to determine whether there has been resolution to the incident and the timeframe it has taken	
<b>Risk and Issue Management</b>  <b>RIMG5</b>	The number of complaints received must be kept to a minimum	PI 2.2
<b>Risk and Issue Management</b>  <b>RIMG6</b>	The CONTRACTOR must ensure that meetings are arranged within 2 hours for identified severe incidents.	PI 2.3
<b>Meeting, Attendance and Reporting</b>  <b>MARG1</b>	<p>The CONTRACTOR shall provide a comprehensive set of daily and weekly Management Information, to include at least:</p> <ul style="list-style-type: none"> <li>• Staff headcounts- forecast, available, forecast accuracy, visits scheduled and completed, completion rate</li> <li>• Number of visits targeted, forecast, scheduled and completed per week, per nation and region</li> <li>• Swab tests and blood tests- target, forecast, completed, match rates to barcodes.</li> <li>• Visits with no consent ticked, barcode errors or issues, or duplicate barcode entries.</li> <li>• Average household visits, swab tests and blood tests per field staff</li> <li>• Sample status- household invitations sent, declined, accepted, coverage, drop out points for households and individuals, unique households visited.</li> <li>• Call centre performance – average number of people in backlog, average time in backlog, calls answered/unanswered, average time waiting call back, number of complaints, call/complaint topic analysis, calls per half hour, average call duration, total calls actual and forecast, taxonomy</li> </ul>	PI 6.4

	<p>analysis.</p> <ul style="list-style-type: none"> <li>• Top 5 call topics by day, and cumulative to date</li> <li>• Average delivery times of samples to courier, from courier to lab</li> <li>• Breakdowns of each by nation, region, and delivery group/survey phase</li> </ul> <p>A more detailed breakdown of Management Information required can be found in Schedule 20 of the Contract.</p> <ul style="list-style-type: none"> <li>• These will be arranged into the following agreed reports for the Services: <ul style="list-style-type: none"> <li>– Entire Survey MI (Management Information) Report</li> <li>– Wales MI Report</li> <li>– Northern Ireland MI report</li> <li>– Scotland MI Report</li> <li>– Blood Sample / Seroprevalence Reconciliation Report</li> <li>– Swab Reconciliation Report</li> <li>– Household Backlog Report</li> <li>– Customer Data Pack</li> <li>– Visits Data</li> <li>– Scotland Visits Data</li> <li>– Agglomerated Visits Table</li> <li>– Exec MI</li> <li>– Information Governance Report</li> <li>– Quality Report</li> <li>– Participant Experience Report</li> <li>– Complaints Report</li> </ul> </li> </ul> <p>Reports must be sent to the AUTHORITY, and other key stakeholders both internal and external to government using suitably secure transfer methods. Report schedules vary based on report and will be agreed in writing with the CONTRACTOR.</p>	
<p><b>Training</b></p> <p><b>TG1</b></p>	<p>The CONTRACTOR must provide survey field leadership and mentoring.</p> <p>This will include hiring team leaders and area managers to carry out performance monitoring,</p>	

	training and any remedial action, and operational planning for fieldwork	
<b>Training</b> <b>TG2</b>	The CONTRACTOR must be responsible for developing and administering all relevant training for field staff, call centre and helpline staff	Training material supplied to AUTHORITY
<b>Training</b> <b>TG3</b>	Staff responsible for providing test results to participants must be appropriately trained in how to inform participants and must have sufficient knowledge to deal with any questions a participant may have. Staff informing participants of positive results must have appropriate healthcare training to answer follow-up questions relating to a positive outcome	
<b>Training</b> <b>TG4</b>	Study Workers carrying out venous blood samples must have been required to undertake an appropriate certificated phlebotomy practical and theory course to carry out the work. They must undergo a validation exercise on joining the survey to demonstrate their capability and have access to field-based follow up support with a field-based phlebotomy trainer	Qualifications obtained and evidenced.  Evidence must be included in the standard Management Information pack
<b>Training</b> <b>TG5</b>	Training should include doorstep techniques, interview techniques and data quality improvement	
<b>Training</b> <b>TG6</b>	All required training for CONTRACTOR Staff shall be completed before they commence the activity for which they have been trained and been approved by their management chain	
<b>Training</b> <b>TG7</b>	Training outputs should include new starter training and ongoing training	

<b>Training TG8</b>	The CONTRACTOR should regularly review training material and its effectiveness while adding any new material as and when needed	New Training material supplied to AUTHORITY
<b>Training TG9</b>	The CONTRACTOR must ensure that the Staff possess and exercise the qualifications, training, experience, and skill necessary for the proper performance of the Services	
<b>Training TG10</b>	The CONTRACTOR must provide, always, an adequate number of staff required to fulfil its obligations	Staff reporting/Management Information
<b>Training TG11</b>	The CONTRACTOR must keep records of all training completed and be able to demonstrate to the AUTHORITY on request that required training has been completed by Study Workers	
<b>Training TG12</b>	The CONTRACTOR must be able to implement training updates to all active Study Workers following an operational incident or protocol breach	The CONTRACTOR must implement training updates to all active Study Workers within 72 hours of an operational incident or protocol breach.
<b>Quality QG1</b>	The CONTRACTOR must identify and deliver a structured programme of continuous improvement encompassing improvements to efficiency, respondent experience and data quality	The CONTRACTOR shall comply with all terms of Schedule 11 (Value for Money)
<b>Quality QG2</b>	Weekly quality review meetings must be scheduled with the AUTHORITY and Oxford University  Quality of field data review meetings must be scheduled fortnightly and monthly to cover Operational Governance, Management Governance and Strategic Governance	

<p><b>Quality</b></p> <p><b>QG3</b></p>	<p>The AUTHORITY must be kept informed of improvements and updates to participant information and contact details. There needs to be a specified update process where records have changed, and a mechanism where these changes are integrated into the main data supply</p>	
<p><b>Quality</b></p> <p><b>QG4</b></p>	<p>The AUTHORITY must be informed and be able to give direction to prioritise different aspects of the quality monitoring process</p>	<p>A report shall be issued as part of the CONTRACTOR's Management Information</p>
<p><b>Quality</b></p> <p><b>QG5</b></p>	<p>There should be validation of barcode scanning to ensure they align to the correct details</p>	<p>The unique barcode will align with participant's unique study number, date of sampling, and month and year of birth.</p> <p>PI 4.1</p>
<p><b>Quality</b></p> <p><b>QG6</b></p>	<p>Incorrect alignment of barcodes against participant survey data, swab and blood samples must be picked up in Management Information and rectified within a reasonable timeframe.</p> <p>Barcodes should only be issued once to interviewers, and training to interviewers must reinforce that barcodes/unique identifiers are only issued to one sample and one visit</p>	<p>Incorrect alignment must be rectified within 7 calendar (currently under discussion but stands at 7 days currently)</p> <p>PI 4.1</p>
<p><b>Quality</b></p> <p><b>QG7</b></p>	<p>The data collection instrument should allow inclusion of soft and hard checks, text piping and routing and real time validation including:</p> <ul style="list-style-type: none"> <li>• Date validation at day, month and year level.</li> <li>• Ability to validate for past and future dates in the same page or form</li> </ul>	<p>Datetime objects should be compliant with ISO 8601</p>



	<ul style="list-style-type: none"> <li>• Free text box validation applies at the text box level and applies to character number lower and upper limits and to character type specifications</li> <li>• Key variables (such as name, address, date of birth) cannot be left with null values and dates must follow pre-defined formats, e.g., YYYY-MM-DD for date of birth and YYYY-MM-DD HR: MIN:SEC for visit times.</li> </ul> <p>Validation requirements can be displayed to the user (e.g., character limits on free text boxes, composition of passwords, advise on mutually exclusive answers, postcode and address validation).</p> <p>There should also be a process of 'exception' records where they fail validation</p>	
<p><b>Quality</b></p> <p><b>QG8</b></p>	<p>The CONTRACTOR should capture 'right first time' data. Right first-time data should include:</p> <ul style="list-style-type: none"> <li>• Name (forename, surname, any middle name)</li> <li>• Date of Birth</li> <li>• Address and postcode</li> <li>• Time of visit and time of completion</li> <li>• Time the test sample was taken</li> <li>• Time the test sample was submitted to the courier</li> </ul> <p>All dates should be realistic (e.g., date of collection not &gt;12 years in the past or future)</p>	
<p><b>Quality</b></p> <p><b>QG9</b></p>	<p>There must be:</p> <p>Standard operating procedures (SOP) for team management. These should include:</p> <ul style="list-style-type: none"> <li>• Field improvements programme</li> <li>• Quality of AUTHORITY's Data</li> <li>• Respondent experience</li> <li>• Technical updates</li> </ul>	<p>SOPs made available by CONTRACTOR</p>

## 2. INTEGRATOR REQUIREMENTS

Requirement Title and ID	Scope	KPI/Outcome based deliverable
<b>Delivery</b>  <b>IRD1</b>	The CONTRACTOR must liaise with existing Programme Management and PMO functions to ensure effective governance and the use of standard methodologies around the implementation of Service Integration activities to ensure the programme can be delivered on time and to agreed cost and quality	
<b>Delivery</b>  <b>IRD2</b>	The CONTRACTOR must oversee and assure the performance and delivery of field work and contact centre processes and their integration and management	
<b>Delivery</b>  <b>IRD3</b>	The CONTRACTOR must work with the current CONTRACTOR and the AUTHORITY to create a detailed, integrated, and resourced service integration implementation plan, including but not limited to: <ul style="list-style-type: none"> <li>• Supporting the creation of, managing and controlling service integration elements within specific project plans and risks, assumptions, issues and dependencies for.</li> <li>• The onboarding of CONTRACTORS</li> <li>• The dependency of deliverables between CONTRACTORS (internal and external to the AUTHORITY), throughout the lifecycle of the programme</li> <li>• Supporting the management of project communication channels, including negotiation and conflict resolution for Internal and external CONTRACTORS and key Programme stakeholders. All project updates and communications must be performed in line with existing programme</li> </ul>	

plans and in accordance with AUTHORITY change rules, where applicable.

- New capability changes and service improvement activities must be tested in the pre-production / sandpit environment prior to release to production. The CONTRACTOR must maintain and manage a pre-production environment throughout the contractual period.

The CONTRACTOR must ensure effective organised change management in conjunction with the AUTHORITY, facilitate and coordinate the collation, documentation and prioritisation of design and service requirements.

The CONTRACTOR must control change to existing requirements and communicate change to relevant stakeholders throughout the lifecycle of the programme.

The CONTRACTOR must manage issues that impact the delivery from internal and external CONTRACTORS, including co-ordination, communication and the development and agreement of subsequent action plans

Th CONTRACTOR must work in conjunction with the AUTHORITY, to coordinate and facilitate the collection of performance data and produce timely, accessible and meaningful reports from compiled data to support management decisions.

The CONTRACTOR must, in conjunction with the AUTHORITY, facilitate, support and coordinate the establishment and maintenance of robust and effective CONTRACTOR

	relationships - particularly in relation to the cross-cutting supply chain required to support the delivery of end-to-end services. The CONTRACTOR must assist in realising the value from the CONTRACTORS and support the improvement of cost efficiency, risk management and quality delivery	
<b>Delivery</b>  <b>IRD4</b>	The CONTRACTOR must, in conjunction with the AUTHORITY, coordinate and facilitate service improvements to increase effectiveness and efficiency through the enhancement of performance against service levels and business satisfaction.	
<b>IRD5</b>	<p>The CONTRACTOR must provide the AUTHORITY with written copies of the following Solution Design and Deliverable documentation for the data collection tool to enable Business Requirement traceability and completeness checks as well as Acceptance Criteria testing and validation:</p> <ul style="list-style-type: none"> <li>· Overarching high-level solution design documentation highlighting the Product Components and Features incorporated and their role in delivering to the contract KPIs</li> <li>· Overall high-level Sprint and Delivery plan and associated User Stories per cycle (to the extent they have been defined)</li> <li>· In advance of each Sprint, a Sprint Plan including Sprint Goals and Product Components/Features to be delivered</li> <li>· Per each Sprint, Release Notes (dissemination timeframe to be agreed) including: <ul style="list-style-type: none"> <li>- Product Component(s)/Features delivered</li> <li>- Associated User Stories</li> <li>- Any items carried over to subsequent Sprints</li> <li>- Details of any changes to previously</li> </ul> </li> </ul>	

	<p>released Product Components(s)/Features</p> <ul style="list-style-type: none"> <li>- Details of any risks or issues to be managed/resolved</li> <li>· Per each Sprint, Review Report including details of any risks or issues to be managed/resolved</li> </ul> <p>In addition, the AUTHORITY must have sight of the data journey and rules for case transition through the end-to-end data lifecycle.</p>	
<p><b>Integration</b></p> <p><b>INT1</b></p>	<p>The CONTRACTOR must effectively integrate their internal services, sub-contractors and manage the interfaces to the AUTHORITY and other external parties, ensuring appropriate programme management, governance and quality assurance to enable successful service delivery on the study. This includes, in conjunction with the AUTHORITY:</p> <ul style="list-style-type: none"> <li>• facilitating and coordinating the planning, scheduling and deployment of new service and design releases to ensure the integrity of existing and connected services and designs.</li> <li>• Overseeing the testing of services and products to validate they meet their agreed requirements. This may happen at a number of levels: unit testing, Integration testing, Service testing, Testing against Non-Functional Requirements</li> <li>• Facilitating and supporting the transition of new services into operation to meet the needs of programme and from service go live through to handover to live operations. This will link closely with the following processes: planning and support, change management, service asset and configuration management, release and deployment management, service validation and testing and knowledge management.</li> <li>• Coordinating and ensuring the creation and execution of an effective service testing and acceptance strategy and plan to enable customer testing to demonstrate that systems and processes have been delivered to the agreed requirements.</li> </ul>	

	<ul style="list-style-type: none"> <li>• Liaising as appropriate with all internal and external stakeholders to ensure testing is aligned, coordinated and undertaken in a timely manner</li> </ul>	
<b>Integration</b>  <b>INT2</b>	<p>The CONTRACTOR must provide an underlying data infrastructure and ensure effective data flow, data integrity and quality standards are met. The CONTRACTOR must, in conjunction with the AUTHORITY:</p> <ul style="list-style-type: none"> <li>• Ensure the design of the overall technical architecture of the technical solution are optimised for maximum effectiveness. The design should also be documented and interpreted for the various CONTRACTORS in order to be fully communicated. In conjunction with the AUTHORITY, ensure a coherent overall design to deliver programme objectives and support operations.</li> <li>• Ensure the design of the technical systems and their interfaces are fully mapped to allow for effective communication and/or data/information transfer to enable maximum effectiveness.</li> <li>• Monitor and control IT services and infrastructure, where required</li> </ul>	
<b>Data</b>  <b>IRDA1</b>	<p>There must be real time checks and validation of data to ensure high quality data is collected</p>	<p>Reporting</p>
<b>Data</b>  <b>IRDA2</b>	<p>Participants must be able to withdraw from the study via three options. For each, no further data or samples would be collected after withdrawal effective immediately.</p> <p>1) Participants may withdraw from active follow-up.</p> <p>2) Participants can withdraw from active follow-up and request their personal identifiable information be removed as outlined in the Protocol.</p>	<p>Prompt withdrawal upon notification of the participant's desire to withdrawal.</p>

	3) Participants can withdraw completely from the study and withdraw their samples collected up until the point of withdrawal.	
<b>Consent</b> <b>IRC1</b>	The CONTRACTOR must collect and securely record participant consent (for those aged 16 and above) and assent (for children aged 10-15) for their agreed level of involvement in the study. The current Protocol specifies this must be a paper form which is scanned and stored	PI 1.2
<b>Notifications</b> <b>IRN1</b>	Test results must be sent by the CONTRACTOR to the participant by the end of the day following the day of receipt from the laboratories.	PI 8.1
<b>Managing Interfaces with Others</b> <b>IRMIO1</b>	The CONTRACTOR will receive antigen (swab) test results directly from the designated laboratories	
<b>Managing Interfaces with Others</b> <b>IRMIO2</b>	The CONTRACTOR will receive antibody (blood) test results directly from Oxford University. The CONTRACTOR must match the test result barcodes with the correct Participant record	
<b>Managing Interfaces with Others</b> <b>IRMIO3</b>	The CONTRACTOR must monitor and coordinate the replenishment of Study Worker equipment from DHSC and consent forms from the Print and Post CONTRACTOR within the warehouse. The AUTHORITY must approve restocking requests.	
<b>Surges</b>	The CONTRACTOR must be able to accommodate the surges and troughs of fieldwork activity. They must be able to meet the	

<b>IRS1</b>	fieldwork demand / supply needs efficiently and cost effectively, including changes in demand and sample changes.	
<b>Training</b>  <b>IRT1</b>	All staff must pass a mandatory data privacy test with a pass mark of 100%	
<b>Government digital standards (GDS) IRGDS1</b>	<p>The CONTRACTOR should follow the latest Government Digital Standard (GDS) principles and guidelines (<a href="https://www.gov.uk/service-manual/service-standard">https://www.gov.uk/service-manual/service-standard</a>).</p> <p>The CONTRACTOR should ensure the delivery of the data collection solution is phased to reduce risk; this may include the following:</p> <ul style="list-style-type: none"> <li>• Carry out a short research phase to understand user needs and system requirements</li> <li>• Create or demonstrate an existing prototype to verify with the AUTHORITY that the solution is achievable and will meet user needs</li> <li>• Develop a production-ready solution incrementally</li> </ul> <p>The CONTRACTOR should use agile practice and principles, and design systems based on user needs</p>	
<b>Integrator Logistics Planning</b>  <b>IRLP1</b>	There must be forward logistic planning and the DHSC (Department of Health and Social Care) must be notified of forthcoming swab requirements and swab testing volumes for the laboratories with a rolling 2-week requirement	
<b>Equipment Integration</b>	The CONTRACTOR must liaise with both Print and Post CONTRACTOR and the Field Force to ensure supply meets demand for all equipment	



<b>IRE1</b>	required including PPE, swabs, sharps and survey consent forms	
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### 3. FIELD FORCE REQUIREMENTS

Requirement Title and ID	Scope	KPI/Outcome based deliverable
<b>Field Force</b> <b>FF1</b>	The CONTRACTOR must provide Study Workers that can make household visits throughout the UK (including the Highlands and Islands of Scotland)	
<b>Field Force</b> <b>FF2</b>	Survey Workers must have the ability to go online and request survey consent forms, PPE, swabs, sharps and any other materials as required to perform their roles	
<b>Field Force</b> <b>FF3</b>	Study Workers must complete 106,264 swab tests every week across the UK: 89,458 in England, 8,616 in Scotland, 5,212 in Wales and 2,978 in Northern Ireland. In addition, 150,000 blood tests must be completed monthly across the UK: 125,000 in England, 5,500 in Northern Ireland, 12,000 in Scotland and 7,500 in Wales. Blood testing will gradually shift from venous to capillary blood draw, with venous blood draw being completely phased out by the end of June 2021. The CONTRACTOR is responsible for managing the reduction in demand for Phlebotomists during the transition from venous to capillary blood draw. There is no requirement for Phlebotomists once the change has moved solely to capillary. We expect The CONTRACTOR to have the ability to scale and flex these requirements within a reasonable notice period.	The Study Workers must complete 106,264 swab tests every week across the whole of the UK; 89,458 in England, 8,616 in Scotland, 5,212 in Wales and 2,978 in Northern Ireland.  CKPI 5
<b>Field Force</b> <b>FF4</b>	Welsh speakers must be available for both the fieldwork and for the contact centre.  There must be a provision for other languages (via a translation service, for example) as part of this work	
<b>Field Force</b>	The CONTRACTOR must understand the importance of achieving the required volumes of	

<b>FF5</b>	<p>Study Workers and give high levels of assurance that these will be delivered at the required volumes, roles and locations at all stages of the Services</p>	
<b>Field Force</b>  <b>FF6</b>	<p>The CONTRACTOR must provide Study Workers that can provide weekly or monthly visits to complete a participant agreed level of involvement.</p> <p>Depending on the consent/assent provided by each individual participant, their involvement may be</p> <ul style="list-style-type: none"> <li>• for one home visit only (cross-sectional survey)</li> <li>• for five home visits (cross-sectional survey then optional to repeat visits every week for the next month)</li> <li>• for 16 home visits (cross-sectional survey then optional to repeat visits every week for the next month and then monthly for a total of 12 months or up until April 2022 from the first visit)</li> </ul>	
<b>Field Force</b>  <b>FF7</b>	<p>The Study Workers must be equipped and trained to perform face to face survey visits with household participants</p>	<p>PI 9.1</p>
<b>Field Force</b>  <b>FF8</b>	<p>All Study Workers must have completed the mandatory training and associated capability tests prior to being deployed within the field</p>	
<b>Field Force</b>  <b>FF9</b>	<p>The CONTRACTOR must ensure the screening and eligibility assessment of Study Workers</p>	<p>The CONTRACTOR must provide evidence of the screening policies and procedures in place for Study Workers (for example National Vetting, DBS checks)</p>
<b>Field Force</b>  <b>FF10</b>	<p>The Study Workers must maintain social distancing where possible and must follow door-step practices which minimises any form of direct contact with participants</p>	
<b>Field Force</b>	<p>The Study Workers must follow <a href="#">Public Health England Guidance</a> and be responsible for</p>	

<b>FF11</b>	ordering and wearing PPE required for all field work	
<b>Field Force</b> <b>FF12</b>	The Study Workers taking venous blood samples must change gloves and aprons between each participant.	
<b>Field Force</b> <b>FF13</b>	The Study Workers must be able to complete the appointment process and meet the schedule of appointments assigned to them daily by the appointment scheduling team	
<b>Field Force</b> <b>FF14</b>	The Study Workers should aim to visit at least 4 households per day	
<b>Field Force</b> <b>FF15</b>	The Study Worker must be at the participant's address and ready to complete the appointment on the agreed date and time	PI 1.3
<b>Field Force</b> <b>FF16</b>	The number of appointments missed due to Study Worker unavailability should be limited as much as possible. Timeliness of follow-up data collection is critical to meet the needs of the study and ensure data quality	PI 1.4
<b>Field Force</b> <b>FF17a</b>	The number of appointments delayed or cancelled due to field force unavailability must be kept to a minimum.	PI 1.5
<b>Field Force</b> <b>FF17b</b>	The CONTRACTOR must ensure that any blood or swab samples collected late afternoon or early evening and kept overnight can be delivered to a courier the next day.	

	The CONTRACTOR must ensure the samples are stored appropriately by the Study Worker	
<b>Field Force</b> <b>FF18</b>	The CONTRACTOR must ensure that blood samples are kept between 5 and 25oC and swab samples are kept below 35oC	
<b>Field Force</b> <b>FF19</b>	The Study Workers must be able to drop swabs/bloods with the courier as required.  A delay to delivery may invalidate collected test data and result in void results	
<b>Field Force</b> <b>FF20</b>	The Study Workers must follow policies on Venepuncture and Safe handling of sharps	
<b>Field Force</b> <b>FF21</b>	The CONTRACTOR should manage the field work completion project at the end of the survey lifecycle	
<b>Field Force</b> <b>FF22</b>	The CONTRACTOR must ensure that Study Workers collect all relevant data at the initial enrolment visit, minimising the amount of missing data. from the survey participants	If key participant characteristics are not collected at initial enrolment visit, these may either be elicited at a follow-up visit, or in exceptional circumstances only, by a phone call from the CONTRACTOR.  PI 4.1
<b>Field Force</b> <b>FF23</b>	The Study Worker should not spend more time than necessary on the survey questionnaire for each participant in the swab cohort. Each participant's survey questionnaire length varies depending on engagement from the participant. Note that average visit length for the swab cohort is presently 17 minutes per person	
<b>Field Force</b> <b>FF24</b>	The Study Worker should not spend more time than necessary on the survey questionnaire for each participant in the blood cohort. Each participant's survey questionnaire length varies depending on engagement from the participant.	

	Note that average visit length for the blood cohort is presently 24 minutes per person	
<b>Field Force</b> <b>FF25</b>	The Study Workers must correctly read, label and display the barcodes required for samples: The barcode identifier is alpha-numeric in nature: Alpha-LETTERS: always use uppercase-ONS (England)-ONW (Wales)-ONN (Northern Ireland)-ONC (Scotland)-O is NOT 0 (zero)-S is NOT 5 (five) Numeric -digits: -00019068-0 (zero) is NOT O-5 (five) is NOT S-8 (eight) is not B	
<b>Field Force</b> <b>FF26</b>	The Study Workers must scan the swab and blood barcodes in order to link them to the participant	Match rate should be maximised as unmatched swab and blood barcodes are not usable for study results
<b>Field Force</b> <b>FF27</b>	There must be a trained team capable of dealing with positive swab results and informing the participants concerned in the appropriate manner and with sufficient knowledge to deal with any questions a participant might have – these advisors must be healthcare trained as they will need to be able to answer follow-up questions relating to a positive outcome	
<b>Field Force</b> <b>FF28</b>	The field force must ensure swabs and completed test kits are received by the courier for delivery to the laboratories	
<b>Field Force</b> <b>FF29</b>	The Study Workers carrying out venous blood samples must have been required to undertake an appropriate certificated phlebotomy practical and theory course the appropriate phlebotomy qualification to carry out the work. All qualifications must be in date and valid for the duration of the work being carried out.	

<p><b>Field Force</b></p> <p><b>FF30</b></p>	<p>Study Workers must complete electronic enrolment and follow-on questionnaires, and upload them to an application suitable for both storage and providing an audit trail</p>	
<p><b>Field Force</b></p> <p><b>FF31</b></p>	<p>The CONTRACTOR must be able to accommodate changes in Study Worker labour supply and demand</p>	
<p><b>Field Force</b></p> <p><b>FF32</b></p>	<p>The CONTRACTOR must take the participant registration data and map it to appointment scheduling for the active Study Workers who are available to work at the time convenient to the participant</p>	
<p><b>Field Force</b></p> <p><b>FF33</b></p>	<p>The CONTRACTOR must follow the protocol which prioritises appointments in the following way:</p> <p>Priority 1 – Follow-up visits</p> <p>Priority 2 - New appointments</p>	
<p><b>Field Force</b></p> <p><b>FF34</b></p>	<p>The CONTRACTOR should contact the participant 24 hrs in advance to check the time slot allocated is still convenient. The Study Worker should keep in contact with their allocated households throughout the day, so in the event they are delayed or early, the participant is aware of their estimated arrival time; or to notify participants if they need to cancel the appointment</p>	
<p><b>Field Force</b></p> <p><b>FF35</b></p>	<p>The CONTRACTOR must ensure that when a participant transfers from a swab to a venous draw blood cohort protocol, then the Study Worker required must change from a non-medically trained Study Worker to a phlebotomist. This requirement is only</p>	

	applicable for blood cohorts using venous blood draw and not for capillary blood testing	
<b>Field Force</b> <b>FF36</b>	As the study transitions from venous to capillary blood draw, the CONTRACTOR must replace trained phlebotomists with non-medically trained Study Workers who can advise participants to self-administer the finger prick tests.	
<b>Field Force</b> <b>FF37</b>	The CONTRACTOR must train Study Workers to support participants in the self-administering of a capillary blood test.	
<b>Field Force</b> <b>FF38</b>	The CONTRACTOR must ensure that when a participant transfers into the blood cohort then there is a need for them to re consent	
<b>Field Force</b> <b>FF39</b>	The CONTRACTOR must have the ability to move participants between cohorts and manage the change in resource to support this	
<b>Field Force</b> <b>FF40</b>	All Study Workers must be provided with lone worker devices	
<b>Field Force</b> <b>FF41</b>	All Study Workers must complete all agreed contractual processes for each participant on the day the appointment takes place.	PI 3.2



<p><b>Field Force</b> <b>FF42</b></p>	<p>The survey questionnaire data collected at visit, must be submitted to the AUTHORITY in the following day after data collection..</p>	<p>PI 6.1</p>
<p><b>Survey interview</b> <b>FFSI1</b></p>	<p>There are several questions which must be set as mandatory and must be collected, such as sex, date of birth, and consent to the study.</p> <p>For other questions, these are also considered mandatory but a “participant would not answer” option can be added for the Study Worker to continue the survey, but it is anticipated this option would be used &lt;5% of the time</p>	<p>PI 3.1</p>
<p><b>Survey Interview</b> <b>FFSI2</b></p>	<p>The CONTRACTOR must ensure that all core and vital cumulative survey questions are answered and documented.</p>	
<p><b>Barcode information</b> <b>FFBI1</b></p>	<p>All blood and swab tests must have a unique barcode that matches to an individual participant record</p>	<p>PI 4.1</p>
<p><b>Barcode information</b> <b>FFBI2</b></p>	<p>All completed antibodies visits must be completed with blood barcodes and matched to the participant</p>	<p>PI 4.1</p>
<p><b>Barcode information</b> <b>FFBI3</b></p>	<p>All barcodes must be entered correctly into the data collection and storage tool on the same day as the appointment</p>	<p>PI 4.1</p>
<p><b>Training</b> <b>FFT1</b></p>	<p>The Study Workers should have accessible just-in-time learning on the job tools. The CONTRACTOR should make use of innovative digital technologies and other blended learning methods to help staff to learn as they go increasing the overall productivity of the Study Workers</p>	
<p><b>Training</b></p>	<p>Where there is turnover, the replacement Study Workers must receive the same level</p>	

<b>FFT2</b>	and depth of training, at whatever point in the operational period they are appointed	
<b>Training</b>  <b>FFT3</b>	All Staff must pass a mandatory data privacy test with a pass mark of 100%	

#### 4. CONTACT CENTRE REQUIREMENTS

Requirement Title and ID	Scope	KPI/Outcome based deliverable
<b>Delivery</b> <b>CCD1</b>	The CONTRACTOR must be able to register participants through telephone contact, gaining verbal consent which must be documented.	
<b>Delivery</b> <b>CCD2</b>	The CONTRACTOR must complete a registration interview with each participant to register them for the survey	
<b>Delivery</b> <b>CCD3</b>	The CONTRACTOR must ensure that the period between the date where a participant registers and the study visit is no more than 7 working days	PI1.1
<b>Delivery</b> <b>CCD4</b>	The CONTRACTOR must return all Participant calls received within one working day of the call being logged	Calls must be returned within one working day on 98% of occasions  PI 7.1
<b>Delivery</b> <b>CCD5</b>	The CONTRACTOR must be able to communicate via telephone to all households in the United Kingdom	PI 7.1
<b>Delivery</b> <b>CCD6</b>	The CONTRACTOR must oversee contact centre processes and their integration and management	

<p><b>Delivery</b></p> <p><b>CCD7</b></p>	<p>The client will operate the contact centre seven days a week under the following opening hours:</p> <p>Monday-Thursday – 9am-9pm</p> <p>Friday – 9am-8pm</p> <p>Saturday-Sunday – 9am-5pm</p> <p>This will include bank holidays except for 24<sup>th</sup> and 25<sup>th</sup> December and 1<sup>st</sup> January</p>	
<p><b>Delivery</b></p> <p><b>CCD8</b></p>	<p>The CONTRACTOR must handle and resolve all queries via a survey helpline. This list constitutes the key themes of queries:</p> <ul style="list-style-type: none"> <li>• Appointments booked, rescheduled and non-attendance</li> <li>• Type of appointment confirmed (contact for bloods or non-contact for swabs)</li> <li>• Study Workers did not attend the appointment</li> <li>• Missing PPE</li> <li>• Missing consent forms</li> <li>• Inaccurate details of the participant</li> <li>• Participant withdrawal from the study</li> <li>• Queries about data privacy</li> <li>• Queries about participants results</li> <li>• Queries about the survey from participants</li> <li>• Registering a household for survey</li> <li>• Missing blood tests</li> <li>• Incorrect visit data</li> <li>• Voucher queries</li> </ul>	<p>PI 7.2, PI 7.5</p>
<p><b>Delivery</b></p> <p><b>CCD9</b></p>	<p>The CONTRACTOR must be able to accommodate an average of 1,000 enquiry calls per day with variation across the week and with the capacity to increase calls depending on government initiatives or surge in COVID-19 cases</p>	

<b>Delivery</b>  <b>CCD10</b>		The CONTRACTOR must ensure calls are connected to an advisor within a targeted timeframe.	PI 7.3
<b>Contact Services</b>  <b>CCS1</b>	<b>Centre</b>	The CONTRACTOR must ensure that the participants email address is captured correctly	PI 3.2
<b>Contact Services</b>  <b>CCS2</b>	<b>Centre</b>	The CONTRACTOR must communicate with participants via email if they declare to have hearing impairments that make them unable to use the telephone	PI 7.4
<b>Contact Services</b>  <b>CCS3</b>	<b>Centre</b>	The CONTRACTOR must provide adequate coverage of Staff to meet participant demand on any given day	
<b>Contact Services</b>  <b>CCS4</b>	<b>Centre</b>	The CONTRACTOR must monitor staff calls to ensure quality standards are being met	
<b>Contact Centre Services</b>  <b>CCS5</b>		The CONTRACTOR must return missed calls from Participants within the same working day	
<b>Contact Services</b>	<b>Centre</b>	The contact centre advisor should complete the registration interview in a timely manner. The questions should be asked verbatim to ensure quality	

CCS6	is met. The advisor should spend no more than 15 mins on the registration interview	
<b>Contact Centre Services</b>  CCS7	The CONTRACTOR must provide support to Study Workers through a telephone helpline	
<b>Issue Resolution</b>  CCIR1	The CONTRACTOR must adhere to the <u>civil service commission's complaints procedure</u> and must adhere to an agreed formalised Complaints handling and escalation process	
<b>Training</b>  CCT1	<p>The CONTRACTOR must facilitate formalised training for contact centre staff in advance of the need.</p> <p><b>Registration team:</b></p> <p>Delivered by call centre managers which includes:</p> <ul style="list-style-type: none"> <li>• Telephony skills</li> <li>• CRM – access and registration process</li> <li>• Data Privacy</li> <li>• Media handling</li> <li>• CIS over-view and common questions at registration stage</li> <li>• FAQ review -linked to registration queries</li> <li>• Soft-skills – e.g.</li> <li>• Managing challenging participants, how to adapt your opening/introduction</li> <li>• Opening the call</li> </ul> <p><b>Support team:</b></p> <p>Delivered by call centre managers which includes:</p> <ul style="list-style-type: none"> <li>• As per registrations above <b>and</b></li> <li>• Queries and complaints capture system (CSM) – how to use and how to capture accurate notes</li> <li>• Workshops on common issues/queries (vouchers, test results, scheduling) – including detailed process &amp;</li> </ul>	

	<p>investigatory steps to take within the CSM during and post call, issue resolution.</p> <ul style="list-style-type: none"> <li>• FAQ review – linked to issues/queries/complaints</li> <li>• Complaints management process</li> <li>• Soft skills in addition to those covered at registration team: <ul style="list-style-type: none"> <li>• Responding to emotions</li> <li>• Communication styles</li> </ul> </li> </ul>	
<b>Training</b>  <b>CCT2</b>	<p>The CONTRACTOR shall regularly review contact centre staffs work instructions including FAQs (weekly) and call flows &amp; guidance (monthly)</p>	
<b>Training</b>  <b>CCT3</b>	<p>All staff must pass a mandatory data privacy test with a pass mark of 100%</p>	
<b>Training</b>  <b>CCT4</b>	<p>The CONTRACTOR must record calls for training and quality purposes. Recorded calls must not be retained for more than 30 calendar days.</p>	
<b>Media/PR</b>  <b>CCM1</b>	<p>The CONTRACTOR must be able to track, and reply to, private and public messages on pre agreed social media accounts and platforms. This will be in support of the overall Participant user experience.</p> <p>The CONTRACTOR must provide resource to respond to social media message Monday-Friday from 9am-5pm. Sat-Sun 10am-4pm</p>	
<b>Mandatory and Statutory Obligations</b>  <b>CCMS1</b>	<p>The CONTRACTOR must be able to accommodate both English and Welsh language speakers for Registration, helpline, queries and complaints.</p> <p>There must be provision for other languages (via a translation service for example).</p>	

<b>Data Preparation, Processing and Management</b>  <b>CCDPPM1</b>	The CONTRACTOR must input accurate Participant Personal Information into a centralised system.	
<b>Data Preparation, Processing and Management</b>  <b>CCDPPM2</b>	The CONTRACTOR shall receive all positive swab results direct from the laboratories with the need to deliver test results to the Participants via telephone.  CCDPPM2 will cease to be a requirement when NPEX is fully operational for all devolved governments	Participants must be contacted the same working day the CONTRACTOR receives the test results from the laboratory
<b>Service Statistics</b>  <b>CCSS1</b>	The CONTRACTOR must be able to accommodate up to 500 registration calls per day with the capacity to increase registration depending on government initiatives or surge in COVID-19 cases	

## 5. COMPLIANCE, GOVERNANCE AND MANDATORY REQUIREMENTS

<b>Requirement Title and ID</b>	<b>Scope</b>	<b>KPI/Outcome based deliverable</b>
<b>Confidentiality</b>  <b>CGM1</b>	The CONTRACTOR must: <ul style="list-style-type: none"> <li>• treat all information belonging to other contractors (including Third Parties) and stakeholders as confidential and safeguard it accordingly</li> <li>• Not disclose any confidential information belonging to other contractors (including third parties) and stakeholders to any third party without prior consent (except where the sharing of confidential information is required under the provision of the service)</li> </ul>	



	<ul style="list-style-type: none"> <li>• Immediately notify the AUTHORITY if they suspect or become aware of any unauthorised access, copying, use or disclosure in any form of confidential information</li> <li>• Implement security practices against any unauthorised copying, use, disclosure (whether oral or in writing), access and damage or destruction of confidential information.</li> <li>• Implement appropriate screening, access controls and need to know for all staff who require access to confidential information for the delivery of the service.</li> <li>• Ensure Confidential information is not used by any Staff (including employees, directors, representatives or agents) other than for the purposes of the delivery of this service.</li> <li>• Ensure, upon completion of the Services, the Confidential information is either returned or disposed of in an appropriate manner.</li> </ul>	
<b>Security</b>  <b>CGM2</b>	<p>The CONTRACTOR must maintain adequate security systems that meet the requirements of professional standards and best practice. The CONTRACTOR ensures no unauthorised person gains access to any confidential information, or any data belonging to the AUTHORITY (including AUTHORITY Data)</p>	
<b>Storage</b>  <b>CGM3</b>	<p>The CONTRACTOR must ensure any information relating to this service is securely stored. Where any information belongs to the AUTHORITY, or is obtained from the AUTHORITY in connection with this service, it should be used at the CONTRACTOR's premises and the CONTRACTOR shall apply appropriate security arrangements as specified by The AUTHORITY</p>	
<b>Storage</b>  <b>CGM4</b>	<p>The CONTRACTOR will perform back-ups of all data and shall ensure that up-to-date back-ups are stored off-site in accordance with the BCDR plan. Such back-ups should be available to the AUTHORITY upon request and at no additional cost</p>	

<b>Storage</b>  <b>CGM5</b>	Electronic data must be de-identified and archived for a period of 15 years after the end of the study, and paper-based consent forms that have not been securely disposed of will be stored for 5 years	
<b>Data Protection Legislation</b>  <b>CGMDP1</b>	The CONTRACTOR must comply with their responsibilities under Data Protection Legislation (including the GDPR and the Data Protection Act 2018) and shall not use any Personal Data collected and/or exchanged other than in accordance with written instructions provided by the AUTHORITY	
<b>Data Protection Legislation</b>  <b>CGMDP2</b>	The CONTRACTOR shall provide all reasonable assistance to preparing any Data Protection Impact Assessment prior to commencing any processing of Personal Data  The CONTRACTOR must ensure: <ul style="list-style-type: none"> <li>• Personal Data must only be processed in accordance with the Data Protection Act</li> <li>• Staff should not process Personal Data except in accordance with any written agreement</li> <li>• Integrity of any Staff who have access to Personal Data</li> <li>• Any Staff are informed of the confidential nature of any Personal Data and they must not publish, disclose, or divulge any personal data to any third party</li> <li>• Personal Data is securely stored, processed and managed at all times</li> <li>• Any Staff must have undergone training in the use, care, protection and handling of Personal Data</li> </ul>	
<b>Data Protection Legislation</b>  <b>CGMDP3</b>	The CONTRACTOR must ensure personal data is processed fairly and lawfully, accurate and up to date. The CONTRACTOR must have measures in place against accidental loss or destruction and for Personal Data only to be transferred to parties who observe all their obligations under the Data Protection Act 2018. The CONTRACTOR must seek prior written approval from the AUTHORITY to transfer to third parties (including Sub-Contractors). As part of this approval, the	

	CONTRACTOR must provide evidence that the third party's security posture and data protection arrangements are appropriate for the proposed data processing	
<b>Data Protection Legislation</b>  <b>CGMDP4</b>	The CONTRACTOR shall ensure that any system on which holds any AUTHORITY Data, including back-up data, is a secure system that complies with Good Industry Practice.	AUTHORITY Data policy/GDPR evidenced
<b>Data Protection Legislation</b>  <b>CGMDP5</b>	The CONTRACTOR will notify the AUTHORITY in the event of any Personal Data Breach	KPI 5.1 and 5.2
<b>Data ethics</b>  <b>CGMDE1</b>	<p>The CONTRACTOR must be willing to routinely engage on data ethics through the National Statistician's Data Ethics Advisory Committee (NSDEC) service, to ensure ongoing compliance with the UK Statistics AUTHORITY's ethical principles.</p> <p>If a change or variation is made to the Service or the study design, data ethics would need to be considered through consultation with UK Statistics AUTHORITY's Data Ethics team, to ensure compliance with the UKSA's ethical principles, and this may require consultation with the National Statistician's Data Ethics Advisory Committee on any changes or Variation</p>	
<b>Statistics and Registration Service Act 2007</b>	The CONTRACTOR must be aware that the AUTHORITY is subject to the Statistics and Registration Service Act 2007, having the statutory objective of promoting and safeguarding the production and publication of official statistics that serve the public good; by protecting personal information (including Personal Data) by making its	

	disclosure a criminal offence, except in certain prescribed circumstances	
<b>Retaining information</b> <b>CGMR1</b>	The CONTRACTOR must ensure that all information and records produced during the course of this service delivery are retained for disclosure, and shall permit the AUTHORITY to inspect or audit such records when requested	
<b>Risk management</b> <b>CGMRM1</b>	The CONTRACTOR must provide early warning and visibility of potential risks and future issues associated with the continued delivery of Services	
<b>Risk management</b> <b>CGMRM2</b>	The CONTRACTOR must provide continuous and regular visibility of progress and assurance throughout each process, by provision of robust Management Information, which must provide 'as is' and cumulative data on all aspects of services	
<b>Insurance</b> <b>CGMI1</b>	The CONTRACTOR must, at the time of entering into the Contract for the delivery of Services, possess the relevant level of insurance cover required	
<b>Contact</b> <b>CGMC1</b>	<p>The CONTRACTOR must ensure that either:</p> <ul style="list-style-type: none"> <li>• The CONTRACTOR's Senior Director; and/or</li> <li>• The CONTRACTOR's Delivery Director; and/or</li> <li>• The CONTRACTOR's representative is available for contact by telephone by the AUTHORITY at any time.</li> </ul> <p>The AUTHORITY confirms that this contact will be reserved for only the most urgent of matters that require immediate attention of senior representatives of the CONTRACTOR</p>	
<b>Sub-contracting</b> <b>CGMS1</b>	The CONTRACTOR must not use Sub-Contractors without prior written consent of the AUTHORITY	

<b>Recruitment process</b>  <b>CGMR1</b>	The CONTRACTOR must undertake a legally compliant, auditable recruitment process, including Civil Service Nationality Rules and adheres to the Civil Service Commissioners Recruitment Principles. The CONTRACTOR must be an equal opportunities employer and there must be no discrimination during recruitment of Staff	
<b>Recruitment process</b>  <b>CGMR2</b>	The CONTRACTOR must evidence a full equality impact assessment on the recruitment, training, and management of Staff	
<b>Management of staff</b>  <b>CGMM1</b>	The CONTRACTOR must provide an HR support service to its staff, ensuring compliance to legislative terms and conditions of employment policies and procedures	
<b>Payment of staff</b>  <b>CGMP1</b>	The CONTRACTOR must be responsible for managing its own payroll system for Staff	
<b>Efficiency</b>  <b>CGME1</b>	The CONTRACTOR must strive to achieve efficiencies in working practices where possible	
<b>Standards</b>  <b>CGMS1</b>	The CONTRACTOR must use the best available techniques and Standards, and perform any services with all reasonable care, skill, diligence and in accordance with Good Industry Practice	
<b>Quality management</b>  <b>CGMQ1</b>	The CONTRACTOR must ensure all aspects of the service are the subject of quality management systems. Quality standards of the service will be consistent, properly executed, checked and documented.	
<b>Health and Safety</b>  <b>CGMHS1</b>	The CONTRACTOR must comply, and ensure that Staff and other persons working in the performance of the CONTRACTOR's obligations 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	
<b>Health and Safety</b> <b>CGMHS2</b>	The CONTRACTOR must notify the AUTHORITY promptly of any health and safety hazards or incidents in relation to the delivery of services, which may arise in connection with the delivery of the service, and take measures to address those hazards prior to the commencement of any delivery of the Services.	
<b>Health and Safety</b> <b>CGMHS3</b>	The CONTRACTOR must co-operate fully with the reasonable requests of the AUTHORITY to provide: <ul style="list-style-type: none"> <li>• Health and safety documentation; to include task-specific risk assessments</li> <li>• Accident records</li> <li>• Training records</li> <li>• Equipment inspection records</li> <li>• Statutory registers and notices, plant and equipment for inspection</li> </ul>	
<b>Materials and equipment</b> <b>CGMM1</b>	The CONTRACTOR must procure and distribute Equipment and materials to Study Workers to enable the successful delivery of this service. Materials will include, but are not limited to, PPE (face coverings, gloves, hand sanitiser, sanitising wipes), swabs, blood kits. The CONTRACTOR will put in place measures to enable Study Workers to directly order materials and/or Equipment as they require	
	•	
<b>Communicating Results</b> <b>CGMCR1</b>	The CONTRACTOR must communicate positive swab results including the Participants name, contact details, postcode and ethnicity to the national tracing systems in Scotland, Northern Ireland and Wales.	
<b>Communicating Results</b>	The CONTRACTOR must communicate positive, indeterminate, negative and void antibody and swab results with the national tracing system in	

<b>CGMCR2</b>	England. Details must include the Participants name, contact details, postcode and ethnicity.	
<b>Medical errors</b> <b>CGME1</b>	The CONTRACTOR has a legal duty to be open and honest with participants when something goes wrong during testing that could lead to immediate or future harm, under the Care Quality Commission's duty of candour	
<b>COVID Guidelines</b> <b>CGMC1</b>	The CONTRACTOR must carry out any activities relating to the delivery of this service in line with relevant National or Local Guidelines regarding COVID-19 applicable at the time of service	
<b>Diversity</b> <b>CGMD1</b>	The CONTRACTOR must ensure that the delivery of all services fully consider diversity and are compliant with all relevant legislation	
<b>Diversity</b> <b>CGMD2</b>	The CONTRACTOR will not unlawfully discriminate either directly or indirectly within the scope of any Law, enactment, order or regulation relating to discrimination, and shall take reasonable steps to ensure that its staff do not unlawfully discriminate	
<b>Accessibility</b> <b>CGMA1</b>	The CONTRACTOR must strive to provide a service that is as accessible as possible, and provide all reasonable adjustments where necessary	
<b>Retaining information</b> <b>CGMRI1</b>	The CONTRACTOR must ensure that all information and records produced during the course of the delivery of the Services are retained for disclosure, and shall permit the AUTHORITY to inspect or audit such records when requested	
<b>Audit Access</b> <b>CGMAA1</b>	The AUTHORITY reserves the right to audit all services provided. All audits shall be notified in advance, and a timescale agreed between The AUTHORITY and the CONTRACTOR	

<b>FOI requests</b>  <b>CGMF1</b>	<p>The CONTRACTOR must acknowledge that The AUTHORITY is subject to the requirements of Freedom of Information Requests and will assist and cooperate to enable the AUTHORITY to comply with any information disclosure requirements</p>	
<b>Right to Publish</b>  <b>CGMRP1</b>	<p>The CONTRACTOR must not make any press announcements, communicate with representatives of press (radio, television or other), or publicise the Services detailed in this Contract in any way except with prior written consent of the AUTHORITY</p>	
<b>Intellectual property rights</b>  <b>CGMIP1</b>	<p>The CONTRACTOR must acknowledge that all Intellectual Property Rights in any material relating to this service is the property of the AUTHORITY, and the CONTRACTOR shall not use or disclose any such material without prior approval, except where it is in the public domain</p>	
<b>Fraud prevention</b>  <b>CGMFP1</b>	<p>The CONTRACTOR must take all reasonable steps, in line with Good Industry Practice, to prevent any fraud by its staff and the CONTRACTOR's shareholders and directors</p>	
<b>Fraud prevention</b>  <b>CGMFP2</b>	<p>The CONTRACTOR will notify the AUTHORITY immediately if it has any reason to suspect that any fraud has occurred, is occurring, or is likely to occur</p>	
<b>Fraud prevention</b>  <b>CGMFP3</b>	<p>If the CONTRACTOR commits fraud in relation to the provision of this service, the AUTHORITY may terminate this Contract with immediate effect</p>	
<b>Bribery and corruption</b>  <b>CGMBC1</b>	<p>The CONTRACTOR will not offer, give, or agree to give, to any employee, agent, 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</p>	



	<p>for any act or failure to act in relation to this service.</p> <p>The CONTRACTOR will not engage in and ensure that its staff shall not commit a Prohibited Act under the Bribery act 2010, or any other laws, statutes, regulations or codes in relation to bribery or any-corruption, with regards to this Service.</p> <p>The CONTRACTOR will act in accordance with the Ministry of Justice Guidance pursuant to Section 9 of the Bribery Act 2010</p> <p>If the CONTRACTOR breaches this requirement the AUTHORITY shall be entitled to terminate Contract immediately</p>	
<p><b>Official secrets act</b></p> <p><b>CGMOS1</b></p>	<p>The CONTRACTOR must comply with and ensure staff comply with:</p> <ul style="list-style-type: none"> <li>• The Official Secrets Acts 1911 to 1989</li> <li>• Section 182 of the Finance Act 1989</li> </ul>	
<p><b>Environment</b></p> <p><b>CGME1</b></p>	<p>The CONTRACTOR must provide these services in accordance with industry practice regarding environmental factors (such as conservation of energy, water, wood, paper and other resources, reducing waste, minimising greenhouse gasses).</p> <p>The CONTRACTOR will 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</p>	
<p><b>Meetings</b></p> <p><b>CGMM1</b></p>	<p>The main purpose of meetings is to work together in order to assist with the delivery of the Services. At meetings, the AUTHORITY and the CONTRACTORS will discuss matters and issues</p>	

	<p>arising in the programme that are of relevance to the CONTRACTORS (and any other Third Party).</p> <p>The agenda and matters to be discussed will be agreed in advance of the meeting and shall be notified to the CONTRACTOR.</p> <p>The CONTRACTOR will:</p> <ul style="list-style-type: none"> <li>• provide right attendance to meetings.</li> <li>• Undertake any advance preparations or preparation of materials requested by the AUTHORITY or other Third Parties</li> <li>• Participate freely and willingly in discussions matters discussed; and</li> <li>• Provide support to the resolution of matters arising at any meeting</li> </ul> <p>Notes shall be taken at all meetings by the AUTHORITY and shared with the CONTRACTOR as a record of attendance and matters discussed</p>	
<p><b>Extraordinary additional meetings</b></p> <p><b>CGMEM1</b></p>	<p>An extraordinary meeting may be called by the AUTHORITY at such times when they believe necessary (which will normally occur in the event of a serious, urgent or emergency matter arising on the programme). Due to their nature, it is not always possible for the AUTHORITY to notify in advance as would be desired</p> <p>In the event that the AUTHORITY decides it is necessary to host an extraordinary meeting, the AUTHORITY shall:</p> <ul style="list-style-type: none"> <li>• Provide reasonable notice to the CONTRACTOR</li> <li>• Provide arrangements for the CONTRACTOR to attend</li> </ul> <p>Where requested to attend, the CONTRACTOR will attend the extraordinary meeting</p>	
<p><b>Specific meetings</b></p>	<p>The CONTRACTOR must be provided with specific meetings that require attendance. These can include but are not limited to Steering group meetings, Delivery board meetings, and more</p>	

**CGMSM1**

regular (weekly or monthly) operational catch ups and updates. In addition to the above there may be additional meetings that require attendance on an ad-hoc basis. Terms of Reference will be provided as applicable.

## 6. COURIER, LOGISTICS AND WAREHOUSING REQUIREMENTS

Requirement Title and ID	Scope	KPI Ref/Outcome based deliverable (when relevant)
<b>Courier, Logistics and Warehousing</b>  <b>CLW1</b>	There must be a UK wide courier, logistics and warehousing solution. The solution must include anti-tampering procedures to ensure the integrity of samples from collection to delivery	
<b>Courier, Logistics and Warehousing</b>  <b>CLW2</b>	The CONTRACTOR must ensure materials issue and audit	
<b>Courier, Logistics and Warehousing</b>  <b>CLW3</b>	The CONTRACTOR must provide customer service support	
<b>Logistics</b>  <b>CLWL1</b>	The CONTRACTOR must provide a GEO code reference for individual shipments	
<b>Logistics</b>  <b>CLWL2</b>	The CONTRACTOR must provide live tracking for all trunking vehicles	
<b>Logistics</b>  <b>CLWL3</b>	The CONTRACTOR should ensure a Stretch target for reducing delivery times	
<b>Logistics</b>  <b>CLWL4</b>	The CONTRACTOR must provide an order portal for Study Workers to request materials and study equipment	

<b>Logistics</b>  <b>CLWL5</b>	The CONTRACTOR must ensure that venous blood samples are received by the University of Oxford laboratory within 24 hours of sample being taken	
<b>Logistics</b>  <b>CLWL6</b>	The CONTRACTOR must ensure that capillary blood samples are received by the University of Oxford laboratory within 48 hours of sample being taken	CKPI 1
<b>Logistics</b>  <b>CLWL7</b>	Swab samples must be received by either the National Bio Sample Centre at Milton Keynes (a Lighthouse Laboratory) or to the Glasgow or Alderley Park (Liverpool) Lighthouse Laboratories within 48 hours of sample being taken.	CKPI 2
<b>Logistics</b>  <b>CLWL8</b>	The CONTRACTOR must ensure that all materials are correctly tracked and labelled	
<b>Logistics</b>  <b>CLWL9</b>	The CONTRACTOR must adhere to packaging and transport requirements for patient samples (UN3373) regulations on the transfer and storage of biological materials and human tissue samples	
<b>Logistics</b>  <b>CLWL10</b>	The CONTRACTOR must provide a picking and packing service for Study Worker kits (estimated at 4000-7000 parcels a week) which will include swabs, PPE, testing equipment and other survey materials	
<b>Logistics</b>  <b>CLWL11</b>	The CONTRACTOR must liaise with DHSC to agree the forward load and Study Worker kit requirements on a fortnightly basis. This will involve a fortnightly review of the latest model predicting sample size and household visits with the AUTHORITY and DHSC	

<b>Logistics</b>  <b>CLWL12</b>	The CONTRACTOR must coordinate with the Print and Post CONTRACTOR to collect the consent forms and other paperwork from the Study Workers	
<b>Courier</b>  <b>CLWC1</b>	The CONTRACTOR must arrange separate packing and logistics for swab samples and blood samples, as each will be transported to different laboratories	
<b>Courier</b>  <b>CLWC2</b>	The CONTRACTOR must take all reasonable steps to maintain sample quality, which includes but is not limited to sample temperature.	
<b>Courier</b>  <b>CLWC3</b>	The CONTRACTOR must hand over all swab samples and blood samples separately, as individual items, as they will be going to different laboratories	
<b>Courier</b>  <b>CLWC4</b>	The CONTRACTOR must be able to deliver swabs to laboratories in a timely manner	CKPI1
<b>Courier</b>  <b>CLWC5</b>	The CONTRACTOR must provide a blood and swab sample collection arrangement from Study Workers	
<b>Courier</b>  <b>CLWC6</b>	The CONTRACTOR must provide sample to laboratory transfer	
<b>Warehousing</b>  <b>CLWW1</b>	The CONTRACTOR must provide warehousing estimated at between 250-350 pallets per month for swabs, PPE, testing equipment and other survey materials	
<b>Warehousing</b>  <b>CLWW2</b>	There is potential for a number of key components of the supply chain such as issued property, to be available to the Contractor via cross-pillar contracts. Access to these contracts	

	will either be directly via the Contractor, or if this is not available, the AUTHORITY will provide access and management of these contracts. If the AUTHORITY provides this access and management, the expected volumes and usage of these needs to be provided by the Contractor.	
<b>Reporting</b>  <b>CLWR1</b>	<p>The CONTRACTOR must provide weekly Management Information reports on the following: -</p> <ul style="list-style-type: none"> <li>- Average time to deliver samples to the courier</li> <li>- Average time for the courier to deliver samples to the laboratory.</li> </ul> <p>Breakdown of MI Report for each nation, region, and delivery group.</p>	

**7. Print and Post Requirements**

<b>Process/Service</b>  <b>Requirements</b>  <b>Contact Centre</b>	The requirements for Print and Post processes/services are stated below:	
<b>Deliverables</b>  <b>PPD1</b>	The CONTRACTOR must print and post the following items as part of the CIS Survey: -	

	<ul style="list-style-type: none"> <li>- Informed Consent (Blood &amp; Swab)</li> <li>- Additional Consent Forms</li> <li>- Assent Form (10-15)</li> <li>- Key Worker Letters</li> <li>- Participant Results Returns (Blood &amp; Swab)</li> <li>- Blood Capillary Information Sheets</li> <li>- Blood Capillary booklet</li> <li>- Hazard Labels</li> <li>- Inventory Log</li> <li>- Participant Results Returns (Blood &amp; Swab)</li> <li>- Barcodes</li> </ul> <p>Further details on the Printing items can be found within the Printing Annex.</p>	
<b>Print &amp; Post</b>  <b>PPFF1</b>	Volumes of printed material must be determined and agreed between the AUTHORITY and CONTRACTOR before print.	
<b>Print &amp; Post</b>  <b>PPFF2</b>	The CONTRACTOR must be able to receive data files in print ready .PDF format from the AUTHORITY.	
<b>Print &amp; Post</b>  <b>PPFF3</b>	The CONTRACTOR must be able to receive Field Force data files via STFP from the AUTHORITY.	
<b>Consent Form</b>  <b>PPCF1</b>	The CONTRACTOR must allow for print and dispatch of Consent Forms to a designated warehouse.	



<b>Inventory Log</b>  <b>PPIL1</b>	The CONTRACTOR must print and dispatch inventory logs to a designated warehouse.	
<b>Hazard Labels</b>  <b>PPHZ1</b>	The CONTRACTOR must print Hazard labels to meet demand of the survey.	
<b>Hazard Labels</b>  <b>PPHZ2</b>	Hazard labels must be printed on yellow paper with red text and be 95mm X 30mm in dimension.	
<b>Delivery</b>  <b>PPFFD1</b>	Each devolved administration will require specific artwork and lettering for materials, which the AUTHORITY shall provide.	
<b>Delivery</b>  <b>PPFFD2</b>	The CONTRACTOR must provide the AUTHORITY evidence of dispatch for all Print and Post deliverables outlined in PPD1	
<b>Result Returns</b>  <b>PPRR1</b>	The CONTRACTOR must print, and post test results direct to the Participant. These include Positive, Negative, and Void results.	

<p><b>Result Returns</b></p> <p><b>PPRR2</b></p>	<p>The CONTRACTOR must print and post test results within 24 hours of receiving the data.</p>	
<p><b>Result Returns</b></p> <p><b>PPRR3</b></p>	<p>The CONTRACTOR must print and post test results in either English or Welsh depending on the participant's preference.</p>	
<p><b>Service Statistics</b></p> <p><b>PPSS1</b></p>	<p>The CONTRACTOR must send out results letters for all swab and blood test participants. There are expected to be on average 100,000 swab tests and 150,000 blood tests per month across the UK. The CONTRACTOR must be able to accommodate surges as required by the AUTHORITY.</p>	
<p><b>Barcodes</b></p> <p><b>PPBC1</b></p>	<p>The CONTRACTOR shall print and dispatch barcodes, supplied in sets of 3 containing the same number.</p>	
<p><b>Barcodes</b></p> <p><b>PPBC2</b></p>	<p>The CONTRACTOR must implement checks and procedures to ensure no duplicate barcodes are printed and dispatched, therefore minimising VOID results.</p>	<p>Checks and procedures evidenced.</p>
<p><b>Barcodes</b></p> <p><b>PPBC3</b></p>	<p>The CONTRACTOR must ensure that dimensions and format for barcodes must fit sample tubes and bags and can be read by Study Worker and laboratory scanners.</p>	

<b>Barcodes</b> <b>PPBC4</b>	Barcodes stickers must be 50mm x 12.7mm, with the barcodes being printed in font Arial regular size 10. Barcodes must be 7.5mm in height.	
<b>Barcodes</b> <b>PPBC5</b>	Barcodes must be hot melt adhesive and service temperatures ranging from –20 degrees Celsius to +50 degrees Celsius. Barcodes application temperature must be 0 degrees Celsius.	

## Appendix 1: UK Statistics AUTHORITY Risk Management Policy

### Vision

Effective and meaningful risk management is fundamental in supporting ONS to become radical in its thinking, ambitious in its aims, inclusive in its culture and build a streamlined but sustainable operating platform. Public sector organisations cannot be risk averse and be successful.

ONS's vision for risk management focusses on the following key elements, supported by clearly defined roles and responsibilities with a strong tone from the top of the organisation:

- Supports the achievement of Statistics for the Public Good and the ONS Strategic Business Plans
- Key risks are understood, owned and properly managed within the defined risk appetite, by those accountable for delivery.
- Supports more informed risk taking and maximises ONS's ability to realise opportunities.
- Provides robust challenge on how risks are being mitigated and/or opportunities taken; and
- Delivers timely and relevant risk information to aide decision making.

### Scope

This policy sets out a common approach for risk management to ensure a consistent application across the organisation and is applicable to all staff. Not only is risk management a useful tool for supporting prioritisation and decision making, it is mandatory for all government departments. The UK Statistics AUTHORITY Board (AUTHORITY Board) and Accounting Officer are required to disclose within its published Governance Statement, compliance with, or an explanation for any departure from, the Orange Book (which outlines the principles of risk management for all government departments and arm's length public bodies). This policy is supported by detailed guidance within the Risk Management Framework.

## **Risk Definition**

A risk is an uncertain future event that could affect the organisation's ability to achieve its objectives. The role of the and mitigation risk owners is critical in the delivery of our strategic objectives and corporate business plans. These roles are defined as:

### *Risk owners:*

- Accountable for the articulation of their risks
- Accountable for assessing and agreeing the severity of the risk and the mitigations of the risks within the agreed appetite of the AUTHORITY Board.
- Responsible for actively monitoring the risk to identify any material changes.

### *Mitigation owners:*

- Accountable for the implementation of specific planned mitigating actions.
- Escalates to the Risk Owner if mitigating actions are not delivering as planned.

## **Risk Appetite**

Risk appetite has been defined by the AUTHORITY Board and is an expression of the type and amount of risk, it is willing for the organisation to take or accept in order to achieve its objectives. It is a key consideration throughout the risk management process, helping inform the understanding of the levels of risk that is acceptable in order to support the achievement of an ambitious strategy, and those risks or opportunities that are not acceptable, requiring a management response(s), escalation and reporting.

## **Risk Management Process**

To support a consistent approach to risk management, the key risk requirements of each stage of the risk process are detailed below.

### *Stage 1 - Risk identification*

- Risk descriptions must include the key cause(s), event and impact(s).
- Each risk must have an identified risk owner at an appropriate level.
- Risks must be aligned to a defined risk category.

### *Stage 2 - Risk assessment*

- Impact and likelihood must be assessed using the Risk Assessment Criteria.
- All risks must be assessed on a Current and Target basis, taking into consideration the risk appetite for the risk category that has been assigned.

### *Stage 3 - Risk response*

- Consider the appropriate treatment for risks and, if required, establish and maintain appropriate and effective controls to mitigate the potential impact of risks.
- Develop and deliver further action plans for all risks where the Current risk score is higher than the Target risk score.
- Identify and deliver opportunities to exploit risks where the Current risk score is below the Target risk score.

- Clearly describe each further action in a way that is measurable and can be evidenced, assigned to an identified action owner with a specific target completion date (i.e., SMART).

#### *Stage 4 - Risk monitoring, reporting and escalation*

- Risk management is a dynamic process, and the registers must be updated to reflect changes as they are identified through the monitoring process at a directorate/divisional level.
- Risks that meet predefined criteria will be routed through to the appropriate National Statistics Executive Group (NSEG) sub-committee.
- Corporate risks operating outside of risk appetite will be escalated to NSEG for discussion.

### **Roles and Responsibilities**

#### *AUTHORITY Board:*

- Determines the strategic direction of the AUTHORITY and agrees the nature and extent of the risks it is willing to take to achieve its strategic objectives.
- Has ultimate accountability to ensure that risks are managed effectively throughout the AUTHORITY by maintaining effective systems of risk management and internal control.
- Approves the AUTHORITY's risk management strategy and policy.
- Defines the AUTHORITY's strategic risk profile.
- Sets the AUTHORITY's risk appetite.

#### *Audit and Risk Assurance Committee (ARAC):*

- Provides oversight of the effectiveness of the risk management system and assurance activities.
- Provides oversight and challenge on the AUTHORITY's strategic and ONS corporate risk profiles.
- Assists the AUTHORITY Board in fulfilling its oversight, challenge and monitoring responsibilities for the integrity, scope and design of the AUTHORITY's systems of risk management and internal controls.

#### *Accounting Officer and Permanent Under Secretary:*

- Acts as a risk management role model for the AUTHORITY and champions the risk management process.
- Ensures that the risk management framework and policy is implemented appropriately across the AUTHORITY.
- Holds senior management to account for the proper consideration and management of their risks.

#### *National Statistics Executive Group (NSEG):*

- Has accountability for ensuring that the AUTHORITY's strategic risk profile is properly managed and monitored.
- Provides Executive oversight and challenge of the strategic and corporate risk profile and hold risk owners to account on delivery of mitigations.
- Reviews and challenges risk profiles that have been escalated via the sub-committee(s).
- Identifies emerging risk areas that warrant focus (e.g., geo-political, technological shifts, etc.).

Director Generals, Directors and Deputy Directors:

- Supports and sponsors risk management within their area and across the AUTHORITY Board.
- Identifies and manages the significant challenges within their area and maintains a risk register.
- Responsible for implementing the risk management policy within their area.
- Monitors and escalates their area's identified risks, in line with reporting requirements.
- Responsible for taking actions, in line with agreed timelines, where they are identified as an action (mitigation) owner, even when the risk itself may be owned elsewhere.

NSEG sub-committees:

- Reviews all relevant risks that align to the strategic risk categories they have oversight of.
- Reports any identified cross-cutting themes to NSEG to inform the corporate and strategic risk profile.

*Corporate Risk Team:*

- The Deputy Director, Risk and Assurance is the Head of Profession for risk management.
- Provides timely advice, challenge and support on all aspects of the risk management framework, including technical advice on the risk management process where required.
- Supports and facilitates risk discussions at the AUTHORITY Board and committees.
- Supports consolidation and analysis of Directorate risk profiles for reporting to the AUTHORITY Board and committees.
- Develops a community of practice for staff working in risk roles to ensure a one ONS approach that improves organisational risk management maturity.

All other staff

- Understands the risk management framework and policy, and its application as part of their day-to-day responsibilities.
- Identifies and reports risks identified within their area of responsibility.

### **Further Information and Support**

Further information can be found in the Risk Management Framework, which provides details of each stage of the risk management process.

You can also contact the Corporate Risk Team for support and further information.

### **Contact**

The Risk Management Policy is owned by the AUTHORITY Board and maintained by the Head of Risk.

### **Approval**

Approved by the Audit and Risk Assurance Committee on 12 November 2020

### **Version Approval**

Version 1.

Policy will be reviewed annually.





## SCHEDULE 5

### ISSUED PROPERTY

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

### Delivery

3. The AUTHORITY shall make available to the CONTRACTOR free of charge, those items of Issued Property in aid of the Services to be performed under this Contract which are listed in Annex A of this Schedule 5 (Issued Property). The CONTRACTOR agrees that the AUTHORITY may instruct the CONTRACTOR from time to time to purchase additional items of Issued Property (such costs for additional items of Issued Property to be agreed by the AUTHORITY in advance) and in such circumstances, the CONTRACTOR agrees to manage such purchase in accordance with the AUTHORITY's written instructions.
4. Should agreed dates for the provision of Issued Property be subsequently revised due to the CONTRACTOR's programme changes, the AUTHORITY will use reasonable endeavours to supply Issued Property to meet the revised dates. The AUTHORITY will however not be under any obligation to provide Issued Property outside of the dates(s) agreed for the items in Annex A unless a change has been agreed by the AUTHORITY via the Variation Process detailed in Schedule 15 (Contract Variations). The AUTHORITY shall inform the CONTRACTOR as soon as they become aware of any event or reasons likely to result in failure to meet the delivery schedule.
5. The AUTHORITY is under no obligation to provide any Issued Property which is not included in Annex A to this Schedule. In the event that the CONTRACTOR identifies Issued Property additional to that detailed at Annex A is required to provide the Services, the CONTRACTOR may submit a written request to the AUTHORITY. Additional Issued Property may be supplied by the AUTHORITY (or by the CONTRACTOR on request of the AUTHORITY), providing that they are reasonable for the AUTHORITY to provide, are available during the requested periods of use, and that the CONTRACTOR can demonstrate that the Issued Property is relevant to the Contract and cannot be reasonably procured/supplied elsewhere by the CONTRACTOR. Any additional Issued Property which is agreed by the AUTHORITY (including additional Issued Property referred to in Paragraph 3 above) will be added to the Contract by contract amendment in accordance with the Variation Process detailed in Schedule 15 (Contract Variations).
6. For the purpose of section 14(3) of the Sale of Goods Act 1979 (as amended) and the condition regarding fitness for purpose which is implied by that section into this Contract, the Parties agree that the purposes

the AUTHORITY has expressly made known to the CONTRACTOR in relation to any Deliverable to be provided under this Contract are that:

- 6.1. It meets the requirements for the CONTRACTOR to be able to successfully deliver its obligations within the Contract; and
- 6.2. It complies with all applicable Laws and standards.

### **Receipt**

7. Subject to Paragraphs 8 and 9 below, within 2 days of receipt of Issued Property, or such other longer period as may be specified in the Contract, the CONTRACTOR, or any CONTRACTOR Representative, shall:
  - 7.1. check the Issued Property to verify that it corresponds with the Issued Property specified in the Contract or the Variation request (and/or the CCN);
  - 7.2. conduct a reasonable visual inspection;
  - 7.3. conduct any additional inspection and testing as may be necessary and practicable to check that the Issued Property is not defective or deficient for the purpose for which it has been provided; and
  - 7.4. notify the AUTHORITY of any defects, deficiencies or discrepancies discovered.
8. Where Issued Property is packaged it shall not be unpacked earlier than is necessary. The period identified at Paragraph 7 above shall commence from the date on which packages are opened.
9. The AUTHORITY shall within a reasonable time after receipt of any notice under Paragraph 7 of this Schedule replace Issued Property agreed to be defective or deficient and, if appropriate, the AUTHORITY shall revise the delivery schedule. If appropriate, it shall also issue written instructions for the return or disposal of the defective or deficient Issued Property.
10. In the event that the AUTHORITY fails to replace defective or deficient Issued Property within a reasonable time of receipt of a notice in accordance with Paragraph 9, fair and reasonable revisions of the delivery schedule (via the Variation Process detailed in Schedule 15 (Contract Variations)) shall be made as may be appropriate provided that the CONTRACTOR has taken all reasonable measures to mitigate the consequences of any such delay, including having access to Issued Property through their own contracts.

### **Custody**

11. Subject to Paragraph 12 below and any limitation or exclusion of liability as may be specified in the Contract, the CONTRACTOR shall be responsible for the safe custody, storage and due return of Issued Property

(either to the AUTHORITY or to any third party as instructed by the AUTHORITY in writing), and shall be responsible for all loss or damage thereto, until re-delivered in accordance with the AUTHORITY's instructions.

12. The CONTRACTOR shall not be liable in respect of:

12.1. defects or deficiencies notified to the AUTHORITY in accordance with Paragraph 7 of this Schedule or latent defects which the CONTRACTOR can show could not reasonably have been discovered by means of the activities described at Paragraph 7 of this Clause;

12.2. fair wear and tear in Issued Property resulting from its normal and proper use in the execution of the Contract (except insofar as the deterioration is contributed to by any misuse, lack of care or want of maintenance by the CONTRACTOR); and

12.3. Issued Property rendered unserviceable as a direct result of ordinary performance of the Contract.

### **Accounting**

13. The CONTRACTOR shall:

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

13.2. supply to the AUTHORITY monthly reports on the fully auditable asset register. At least one report in any six-month accounting period or part thereof shall be a reconciled report. The other five reports submitted in the period may be un-reconciled advisory reports. The submission by the CONTRACTOR and receipt by the AUTHORITY of these reports shall not prejudice any rights or obligations of the AUTHORITY or the CONTRACTOR under the Contract. The CONTRACTOR shall also supply to the AUTHORITY monthly reports on any discrepancies in the asset register from the previous month's report;

13.3. ensure that all Issued Property of the AUTHORITY recorded in the fully auditable asset register is available for inspection by the AUTHORITY at any reasonable time; and

13.4. retain the fully auditable asset register for a period of one year after disposal of the last item of the property of the AUTHORITY, or for any other period as may be specified in the Contract.

14. If the AUTHORITY agrees that a Sub-Contractor at any level of subcontracting shall have responsibility in the Sub-Contractor's fully auditable asset register for property of the AUTHORITY issued in aid of the Contract, the CONTRACTOR shall include in any Sub-Contract with those Sub-Contractors only the provisions corresponding to those set out in this Schedule that apply to property of the AUTHORITY issued in aid of the Sub-Contract.

## Returns

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

### Issued Property Delivery Schedule



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Schedule 5 Annex 1 -

In addition to the items listed in Annex A, the following items will be provided by the AUTHORITY as Issued Property:

- Swabs
- Tubes

Under the provisions of this Schedule 5, CONTRACTOR should note they will be required to procure these items in the event of non-availability from the AUTHORITY.

CONTRACTOR will endeavour to procure the relevant items, but should this cause a delay, this will not be considered a Default on the part of CONTRACTOR.

## SCHEDULE 7

### CONTRACT MANAGEMENT

**(a)** Governance Hierarchy

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

(a) Operational Governance Fortnightly Meeting (or Operational Governance Group);

(b) Management Governance Group;

(c) Strategic Governance Group;

(d) Incident Management Meetings (responsive)

(e) Weekly sample governance meeting; and

(f) Fortnightly Issued Property review meeting.

(b) Operational Governance Fortnightly Meeting

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

(a) consider level 1 operational performance data – performance against KPI and PI data;

(b) agree actions to enable KPI and PI Minimum Acceptable Levels of service to be maintained;

(c) ensure that key requirements from the contract (Schedule 1) are being fully adhered to regardless of whether there is a corresponding KPI or PI attached to it;

(d) consider initial Requests for Change and help shape in readiness for consideration by Management Governance Group if required;

(e) discuss and agree to all routine operational matters relating to the day to day running of the Contract ensuring that records are kept of all decisions made; and

(f) escalate matters which cannot be agreed to the Management Governance Group for resolution.

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

<b>AUTHORITY Member</b>	<b>CONTRACTOR Member</b>
AUTHORITY service manager (Chair)	CONTRACTOR households survey lead
AUTHORITY service supervisor	CONTRACTOR survey delivery director
AUTHORITY commercial supervisor	CONTRACTOR commercial supervisor

1.4 The Operational Governance Group shall meet fortnightly unless otherwise agreed between the Parties and prior to the Management Governance Group (Part A) meeting.

(c) Management Governance Group

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

(a) resolve escalations from the Operational Governance Group;



- (b) consider any Requests for Change or Contract Change Notifications that have been escalated by the Operational Governance Group;
- (c) consider level 2 operational performance data – performance against CKPI, KPI and PI data;
- (d) agree actions in the event that CKPI, KPI and PI Minimum Acceptable Levels of service are not being maintained;
- (e) instigate and monitor performance against Rectification Plans and/or Remediation Plans as applicable where these are required;
- (f) review proposed efficiencies and contractual scope changes;

- (g) review the financial performance of the Contract including any invoice anomalies and points for discussion; and
- (h) escalate matters which cannot be agreed to the Strategic Governance Group for resolution.

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

AUTHORITY Member	CONTRACTOR Member
AUTHORITY commercial manager (Chair)	CONTRACTOR programme director
AUTHORITY service manager	CONTRACTOR service delivery director
	CONTRACTOR finance manager
	CONTRACTOR programme manager

1.7 The Management Governance Group shall meet monthly unless otherwise agreed between the Parties, and will be split into two parts; Part A Operational and Part B Financial due to the timings of KPI and financial information. Part A should take place after the Operational Governance Group meeting.

(d) Strategic Governance Group

1.8 The purpose of the Strategic Governance Group is to manage the quarter-by-quarter operational and financial performance of this Contract. It will:

- (a) resolve escalations from the Management Governance Group;

- (b) consider level 3 operational performance data – performance against CKPI, KPI and PI data;
- (c) agree actions in the event that Remediation Plans are failing;
- (d) review major contractual scope changes;
- (e) review the long-term financial performance of the Contract; and

consider the impact on the Contract of national or strategic changes in the market-place.

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

AUTHORITY Member	CONTRACTOR Member
AUTHORITY commercial director (Chair)	CONTRACTOR commercial director
AUTHORITY service director	CONTRACTOR programme director
AUTHORITY commercial manager	CONTRACTOR commercial supervisor

	CONTRACTOR finance manager
	CONTRACTOR service delivery director

1.10 The Strategic Governance Group shall meet quarterly unless otherwise agreed between the Parties.

(e) Incident Management Meetings

1.11 There will be Major and Non-Major incidents (categorised depending on their impact, see below).

1.12 Each incident level triggers its own command team. An appropriate command team will be assigned depending on the nature of the incident and within a short timeframe depending on the impact of the incident.

1.13 Major incidents will be reported and managed centrally at both the strategic and tactical levels although actions may well be executed at the operational level; with Silver and Gold Command meetings will be set up the same day as the incident.

1.14 The Incident Management workstream predominantly supports Gold/Silver/Bronze incidents whereas other Non-Major incidents will be handled within individual CIS areas, Partner Organisations or by Tina Thomas and her team within the routine Operational Management Forums at the operational level.

Critical - Gold Command Chair of Gold Command – Iain Bell	Urgent - Silver Command Chair of Silver Command – Emma Rourke/Alex Lambert	Standard - Bronze Command Chair of Bronze Command – Alex Lambert/Tina Thomas	Non Major – Handled within Routine Operational Management – Responsible Owner Tina Thomas
<p>Major incident with critical impacts:</p> <ul style="list-style-type: none"> <li>Government or Organisation reputation</li> <li>CIS Outcomes</li> <li>CIS Key milestone dates</li> </ul> <p>Including:</p> <ul style="list-style-type: none"> <li>Failure of key system/process</li> <li>Substantiated security breach</li> <li>Substantiated personal data loss</li> <li>Decisions regarding pausing or stopping the CIS</li> <li>Serious injury/Loss of life</li> <li>Significant negative media coverage</li> </ul>	<p>Major incident with significant impacts:-</p> <ul style="list-style-type: none"> <li>Unsubstantiated security breach</li> <li>Unsubstantiated personal data loss</li> <li>Substantiated ancillary data loss (ie non personal data)</li> </ul> <p>Including:</p> <ul style="list-style-type: none"> <li>Key system or process outage or potential failure</li> <li>Significant field incident</li> <li>Workstream unable to operate</li> <li>Negative media coverage</li> </ul>	<p>Non-Major incident with potential to cause significant impacts:-</p> <ul style="list-style-type: none"> <li>Has potential to cause more serious impact</li> <li>Affects wider stakeholders across Workstream or Partner Organisation</li> </ul> <p>Including:</p> <ul style="list-style-type: none"> <li>System or Process fix, change or improvement</li> <li>An insignificant impact to public or respondents</li> <li>Performance including contractual and field performance that impacts data collection and subsequently analysis</li> </ul>	<p>Non-Major incident affecting a Workstream/partner organisation :-</p> <ul style="list-style-type: none"> <li>Small issue or incident which is contained at the operational level</li> <li>Able to be managed or resolved through day to day Operational Management mechanisms and controls.</li> </ul> <p>Including:</p> <ul style="list-style-type: none"> <li>A variation of escalation or complaint outside of process</li> <li>Change in out of hours support or contacts</li> </ul> <p>Nb: There may be incidents handled locally by a Partner Organisations if it does not impact on the project.</p>

## Weekly Sample Governance Meeting

- 1.15 The purpose of the Weekly Sample Governance Meeting is to ensure operational alignment between the AUTHORITY and the CONTRACTOR in relation to sample and visit volumes. The meetings will be recorded as set out in the Sampling Governance Meeting proforma attached hereto as Annex 2.
- 1.16 The AUTHORITY shall calculate on a weekly basis the number of Participant Visits it requires the CONTRACTOR to perform for the following 6 weeks in order to achieve the target volumes (as identified in Schedule 1) of completed swab and blood tests, taking into account prevailing conditions such as expected acceptance rates for invitations, expected visit attendance rates and a realistic assumption of expected CONTRACTOR performance levels.
- 1.17 In support of this process, the CONTRACTOR shall calculate on a weekly basis the number of Participant Visits it has in its existing operational schedule of planned Participant Visits for the following 6 weeks, which will include the original schedule of visits generated at enrolment and any appointments

subsequently rearranged for operational reasons. Using this information, the AUTHORITY may at its discretion revise the number of Participant Visits required.

1.18 At the Weekly Sample Governance Meeting, the parties shall finalise and agree the number of Participant Visits required for the following 6 weeks.

The AUTHORITY shall then undertake reasonable efforts to make available the number of Participant Visits agreed.

1.19 The CONTRACTOR shall make the necessary arrangements to align its visit scheduling and field operations to deliver the required number of Participant Visits in the 6 week period. Any subsequent deficiencies in performance by the CONTRACTOR are already dealt with by the payment mechanisms in Schedule 3 and the service levels in Schedule 4.

1.20 If the Weekly Sample Governance Meeting for any reason does not occur, the CONTRACTOR shall take the number of visits from the final week of the most recently agreed record of the Sampling Governance Meeting proforma (Annex 2) as the number of visits required.

1.21 Agenda items reviewed at the Weekly Sample Governance Meeting shall include:

- a) Review current performance, survey trends and a 6-week forecast of operational metrics including but not limited to:
  - i) Number of invitations
  - ii) Acceptance rates / Registrations
  - iii) Total Rolling fortnightly unique participants
  - (iv) Anticipated Participant completions
  - (v) Total Number of Swab Tests & Blood Tests (associated with CKPI 5)
  - (vi) Participant Do Not Attend (DNA) Rates
  - (vii) Expected Participants per Household
  - (viii) Anticipated Consent rate assumptions
  - (ix) Expected Sample Pool Size (including reconciliation against financial model assumptions)

- b) Record decisions made regarding the obligations and rationale via the meeting minutes (as set out in the proforma attached hereto as Annex 2).
- c) Discuss and agree exceptional requests, such as surges or regional targets for under-represented communities.
- d) Finalise and agree the number of Participant Visits as defined in 1.18 above.
- e) Identify and agree any shortfall in Participant Visits delivered as defined in 1.19 above.

1.22 The CONTRACTOR will also have the opportunity to attend weekly sample methodology meetings in advance of the Weekly Sample Governance Meeting.

1.23 Membership of the Weekly Sample Governance Meeting shall include, as a minimum:

<b>AUTHORITY Member</b>	<b>CONTRACTOR Member</b>
AUTHORITY Service Manager (Chair)	CONTRACTOR service delivery director
AUTHORITY Sampling Lead	CONTRACTOR intelligence lead

- (f)
- (g)
- (h) Fortnightly Issued Property review meeting

1.24 The purpose of the fortnightly Issued Property review meeting is to:

- a) Ensure sufficient Issued Property is being ordered by the Contractor from the Authority to meet future weekly demand; and
- b) Ensure lighthouse laboratories have notice of any change in demand or their capacity.

1.25 The Authority shall order the Issued Property based on likely future demand and shall typically over order by 5% to maintain a stockpile to ensure enough Issued Property is available to the Contractor.

1.26 Attendees to the fortnightly Issued Property review meeting shall include:

<b>AUTHORITY Member</b>	<b>CONTRACTOR Member</b>
AUTHORITY CIS operations manager (Chair)	CONTRACTOR service delivery director
AUTHORITY commercial manager	CONTRACTOR intelligence lead
AUTHORITY survey operations manager	CONTRACTOR participant experience director
	CONTRACTOR finance manager
DHSC study lead	

1.27 The agenda for the meeting shall be as follows:

- a) Present latest modelling across all 4 nations
- b) Agree numbers for the labs
- c) CONTRACTOR to present current stock numbers
- d) Agree stock numbers
- e) Supply issues
- f) AOB

(i) Governance Group Meetings - General

1.28 Secretariat for all meetings shall be provided by the AUTHORITY. This shall include as a minimum: preparing agendas, setting up meetings (including venue and equipment booking), taking and issuing minutes for approval and onward circulation.



- 1.29 Governance meetings may be conducted at AUTHORITY Premises, to be notified to the CONTRACTOR from time to time, unless otherwise directed by the AUTHORITY. All meetings shall have the facility for remote electronic access.
- 1.30 The AUTHORITY shall direct whether governance meetings shall be held via remote electronic access due to prevailing health and safety considerations.
- 1.31 Papers for all governance meetings shall be delivered to the AUTHORITY in good time to allow circulation to members a minimum of three (3) days prior to the meeting. For the Operational Governance Group meeting, where expediency of reporting does not allow this provision to be met, papers shall be circulated as far in advance as is possible. While tabling of papers at the Operational Governance Group meeting is acceptable, it should be used to the minimum possible extent.
- 1.32 The AUTHORITY will make a written record of all governance meetings and circulate it to all participants. Formal minutes are not required from the Operational Governance Group meeting but as a minimum a schedule of actions and decisions should be maintained by the secretary to the group.
- (j) Governance Group Meetings – Specific
- 1.33 A template terms of reference and agenda for the Management Governance Group is shown in Annex 1 to this Schedule. A similar model will be developed for the Strategic Governance Group.

## Annex 1

### 87.7 MANAGEMENT GOVERNANCE GROUP MONTHLY SUPPLIER REVIEW MEETING

#### TERMS OF REFERENCE

References to 'Supplier' in this Annex 1 are to 'CONTRACTOR' and references to 'ONS' in this Annex 1 are to 'AUTHORITY'.

1. **Purpose.** The Monthly Supplier Review Meetings are critical in allowing the ONS to exercise the appropriate control over each of its contractors. They are the formal opportunity to:
  - a. Review and accept the Contractor's Project Schedule.
  - b. Review and accept the Contractor's Monthly Progress Report including:
    - (1) Progress against the required delivery, and understand the reason for, but more importantly the impact, of any slippage.

- (2) Review open Risks, Assumptions, Issues, Dependencies and Opportunities.
  - (3) Review the Supplier's performance against KPIs, PIs and Service Levels.
- c. Review and accept the Supplier's Monthly Cost Report including:
- (1) The total of Charges, and any actual and forecast variations.
  - (2) The potential cost impact of any schedule slippage.
  - (3) The potential cost impact of Risks and Issues, so informing mitigations.
  - (4) Whole life cost issues.
  - (5) Cash flow forecast.
- d. To establish a common baseline of understanding to inform the monthly Project Board.

**2. Attendance.** Attendance should be tailored to each contract but may include the following ONS representatives and their Supplier equivalents:

- a. Commercial Director;
- b. Commercial Manager;
- c. Operations Manager; and
- d. Finance Manager.

**3. Timing & Frequency.** Held monthly; the Monthly Supplier Review Meeting should be held in the first week of each month.

- a. The Management Governance Group shall meet monthly unless otherwise agreed between the Parties, and will be split into two parts;
  - (1) Part A: Operational which should take place after the Operational Governance Group meeting
  - (2) Part B: Financial to take place after working day 13 to ensure availability of relevant financial information.

**4. Output.** The output from the Monthly Supplier Review Meeting will



**Sample Pool / Financial Reconciliation Statement**

Observations	Observation made by
•	
•	
•	

It was agreed there was a shortfall in the sample pool size and that the financial impact was £XXX

## 8-Week Horizon / Targets

ONS & IQVIA agree to the following 8-week horizon which facilitate the service level and Management information requirements.

### UK

Week Ending	Sample		Households				Tests		Participants			
	Invitations	Registrations	1st Visits	Follow-up Visits	Total HH Visits	Expected DNA Rate	Swab Tests (Participants)	Blood Tests	14 Day Distinct PPTs	14 Day PPTs Total	Coefficient	PPTs Per HH
07-Jun-21	-	-	-	-	-	0.0%	-	-	-	-		
14-Jun-21	-	-	-	-	-	0.0%	-	-	-	-		
21-Jun-21	-	-	-	-	-	0.0%	-	-	-	-		
28-Jun-21	-	-	-	-	-	0.0%	-	-	-	-		
05-Jul-21	-	-	-	-	-	0.0%	-	-	-	-		
12-Jul-21	-	-	-	-	-	0.0%	-	-	-	-		
19-Jul-21	-	-	-	-	-	0.0%	-	-	-	-		
26-Jul-21	-	-	-	-	-	0.0%	-	-	-	-		

### England

Week Ending	Sample		Households				Tests		Participants			
	Invitations	Registrations	1st Visits	Follow-up Visits	Total HH Visits	Expected DNA Rate	Swab Tests (Participants)	Blood Tests	14 Day Distinct PPTs	14 Day PPTs Total	Coefficient	PPTs Per HH
07-Jun-21	-	-	-	-	-	0.0%	-	-	-	-		
14-Jun-21	-	-	-	-	-	0.0%	-	-	-	-		
21-Jun-21	-	-	-	-	-	0.0%	-	-	-	-		
28-Jun-21	-	-	-	-	-	0.0%	-	-	-	-		
05-Jul-21	-	-	-	-	-	0.0%	-	-	-	-		
12-Jul-21	-	-	-	-	-	0.0%	-	-	-	-		
19-Jul-21	-	-	-	-	-	0.0%	-	-	-	-		
26-Jul-21	-	-	-	-	-	0.0%	-	-	-	-		

### Scotland

Week Ending	Sample		Households				Tests		Participants			
	Invitations	Registrations	1st Visits	Follow-up Visits	Total HH Visits	Expected DNA Rate	Swab Tests (Participants)	Blood Tests	14 Day Distinct PPTs	14 Day PPTs Total	Coefficient	PPTs Per HH
07-Jun-21	-	-	-	-	-	0.0%	-	-	-	-		
14-Jun-21	-	-	-	-	-	0.0%	-	-	-	-		
21-Jun-21	-	-	-	-	-	0.0%	-	-	-	-		
28-Jun-21	-	-	-	-	-	0.0%	-	-	-	-		
05-Jul-21	-	-	-	-	-	0.0%	-	-	-	-		
12-Jul-21	-	-	-	-	-	0.0%	-	-	-	-		
19-Jul-21	-	-	-	-	-	0.0%	-	-	-	-		
26-Jul-21	-	-	-	-	-	0.0%	-	-	-	-		

### Wales

Week Ending	Sample		Households				Tests		Participants			
	Invitations	Registrations	1st Visits	Follow-up Visits	Total HH Visits	Expected DNA Rate	Swab Tests (Participants)	Blood Tests	14 Day Distinct PPTs	14 Day PPTs Total	Coefficient	PPTs Per HH
07-Jun-21	-	-	-	-	-	0.0%	-	-	-	-		
14-Jun-21	-	-	-	-	-	0.0%	-	-	-	-		
21-Jun-21	-	-	-	-	-	0.0%	-	-	-	-		
28-Jun-21	-	-	-	-	-	0.0%	-	-	-	-		
05-Jul-21	-	-	-	-	-	0.0%	-	-	-	-		
12-Jul-21	-	-	-	-	-	0.0%	-	-	-	-		
19-Jul-21	-	-	-	-	-	0.0%	-	-	-	-		
26-Jul-21	-	-	-	-	-	0.0%	-	-	-	-		

### Northern Ireland

Week Ending	Sample		Households				Tests		Participants			
	Invitations	Registrations	1st Visits	Follow-up Visits	Total HH Visits	Expected DNA Rate	Swab Tests (Participants)	Blood Tests	14 Day Distinct PPTs	14 Day PPTs Total	Coefficient	PPTs Per HH
07-Jun-21	-	-	-	-	-	0.0%	-	-	-	-		
14-Jun-21	-	-	-	-	-	0.0%	-	-	-	-		
21-Jun-21	-	-	-	-	-	0.0%	-	-	-	-		
28-Jun-21	-	-	-	-	-	0.0%	-	-	-	-		
05-Jul-21	-	-	-	-	-	0.0%	-	-	-	-		
12-Jul-21	-	-	-	-	-	0.0%	-	-	-	-		
19-Jul-21	-	-	-	-	-	0.0%	-	-	-	-		
26-Jul-21	-	-	-	-	-	0.0%	-	-	-	-		

Signatories

Dated



## SCHEDULE 8

### DISPUTE RESOLUTION

#### 1 Dispute Notices

1.1 Either Party may issue to the other a Dispute Notice where a Dispute arises.

1.2 A Dispute Notice:

(a) shall set out:

(i) the material particulars of the Dispute;

(ii) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and

(iii) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and

(b) may specify in accordance with the requirements of Paragraphs 7.2 and 7.3 that the Party issuing the Dispute Notice has determined (in the case of the AUTHORITY) or considers (in the case of the CONTRACTOR) that the Dispute is a Multi-Party Dispute, in which case Paragraph 1.3 shall apply.

1.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to Paragraph 1.2(b), then:

(a) if it is served by the AUTHORITY it shall be treated as a Multi-Party Procedure Initiation Notice; and

(b) if it is served by the CONTRACTOR it shall be treated as a CONTRACTOR Request,

and in each case the provisions of Paragraph 7 shall apply.

1.4 Subject to Paragraphs 1.5 and 2.2 and so long as the AUTHORITY has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice, the Parties shall seek to resolve the Dispute:

(a) firstly by mediation (as prescribed in Paragraph 3); and

(b) secondly, by recourse to arbitration (as prescribed in Paragraph 5) or litigation (in accordance with Clause L77 (Governing Law and Jurisdiction)).

1.5 Specific issues shall be referred to Expert Determination (as prescribed in Paragraph 4) where specified under the provisions of this Contract and may also be referred to Expert Determination where otherwise appropriate as specified in Paragraph 4.1.

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

## 2 **Expedited Dispute Timetable**

2.1 In exceptional circumstances where the use of the times in this Schedule would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within five (5) Working Days of the issue of a Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the AUTHORITY.

2.2 If the Expedited Dispute Timetable is to be used pursuant to the provisions of Paragraph 2.1 or is otherwise specified under the provisions of this Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:

(a) in Paragraph 3.3, ten (10) Working Days;

(b) in Paragraph 4.2, five (5) Working Days; and

(c) in Paragraph 5.2, ten (10) Working Days.

2.3 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. If the

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

### 3 **Mediation**

3.1 Following the service of a Dispute Notice, then, so long as the AUTHORITY has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, either Party may serve a written notice to proceed to mediation in accordance with the remaining provisions of this Paragraph 3 (a "**Mediation Notice**").

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

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

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

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

### 4 **Expert Determination**

4.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a complex technical, accounting or financing matter (as the Parties may agree) and the Dispute has not been resolved through the Escalation Process or, if applicable, mediation in accordance with Paragraph 3, then either Party may by written notice to the other

request (agreement to which request shall not be unreasonably withheld or delayed) that the Dispute be referred to an Expert for determination.

4.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days of the relevant request made pursuant to Paragraph 4.1, or if the person appointed is unable or unwilling to act, the Expert shall be appointed:

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

4.3 The Expert shall act on the following basis:

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

## 5 Arbitration

- 5.1 Subject to compliance with its obligations under the Escalation Process and the provisions of Paragraph 4, either Party may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of Paragraph 5.5.
- 5.2 Before either Party commences court proceedings or arbitration, it shall serve written notice on the other Party of its intentions and the other Party shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "**Counter Notice**") on the Party requiring the Dispute to be referred to and resolved by arbitration in accordance with Paragraph 5.5 or be subject to the exclusive jurisdiction of the courts of England and Wales. The Party shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.
- 5.3 If the Party receiving the initial notice serves a Counter Notice, then:
- (a) if the Counter Notice requires the Dispute to be referred to arbitration, the provisions of Paragraph 5.5 shall apply; or
  - (b) if the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts of England and Wales, the Dispute shall be so referred to those courts and the party serving the initial notice shall not commence arbitration proceedings.
- 5.4 If the party receiving the initial notice does not serve a Counter Notice within the fifteen (15) Working Day period referred to in Paragraph 5.2, the other Party may either commence arbitration proceedings in accordance with Paragraph 5.5 or commence court proceedings in the Courts of England and Wales which shall (in those circumstances) have exclusive jurisdiction.
- 5.5 The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to Paragraphs 5.1 to 5.4:
- (a) the Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("**LCIA**") (subject to Paragraphs (e), (f) and (g));
  - (b) the arbitration shall be administered by the LCIA;
  - (c) the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

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

## 6 Urgent Relief

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

- 6.1 for interim or interlocutory remedies in relation to this Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or
- 6.2 where compliance with Clause L76.1(Dispute Resolution) and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

## 7 Multi-party Disputes

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

to by one or more Related Third Parties, the CONTRACTOR may serve a CONTRACTOR Request on the AUTHORITY.

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

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

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

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

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

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

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

- (a) the Parties shall procure that their Multi-Party Dispute Representatives attend, and shall use their best endeavours to procure that the Multi-Party Dispute Representatives of each

Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;

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

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

- (a) either Party may serve a Mediation Notice in respect of the Multi-Party Dispute in which case Paragraph 3 shall apply;
- (b) either Party may request that the Multi-Party Dispute is referred to an Expert in which case Paragraph 4 shall apply; and/or
- (c) subject to Paragraph 7.9, Paragraph 5 shall apply to the Multi-Party Dispute,

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

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



## **SCHEDULE 9**

### **COMMERCIALLY SENSITIVE INFORMATION**

1.1 The following shall be considered Commercially Sensitive Information

*Schedule 2 – Contractor Solution*

*Schedule 3 – Pricing*

*Schedule 4 – Service Levels*

*Schedule 10 – Key Personnel*

*Schedule 16 – Guarantee*

*Schedule 17 – Insurance*

*Schedule 32 – Description of Data Processing Activities*

Miscellaneous:

- Signatures, titles, names
- Sub-contractor names and addresses
- Org charts including names and contact details.

**Official**

**Official**

**SCHEDULE 11**

**VALUE FOR MONEY**

**2 Open Book Accounting**

- 1.1 The CONTRACTOR acknowledges the importance to the AUTHORITY of their financial transparency objectives and the AUTHORITY's need for complete transparency in the way in which the Charges are calculated.
- 1.2 During the Contract Period, and for a period of seven (7) years following the end of the Contract Period, the CONTRACTOR shall:
- (a) maintain and retain the Open Book Data; and
  - (b) disclose and allow the AUTHORITY and/or the Auditors access to the Open Book Data.

**3 Value Management**

- 2.1 Upon request from the AUTHORITY, the CONTRACTOR and the AUTHORITY shall undertake value engineering workshops, whereby the CONTRACTOR and the AUTHORITY shall work through the Services, testing each element of the design, specification, deliverability and cost.
- 2.2 The CONTRACTOR shall engage fully in the value engineering process and provide skilled and experienced CONTRACTOR Staff who are capable and able to contribute effectively to the process.
- 2.3 Output of these value engineering exercises will be developed for further discussion and acceptance by the AUTHORITY in due course.

**4 Cash Flow Forecast**

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

## Official

3.2 The Cash Flow Forecast shall:

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

## 5 Financial Forecast

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

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

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

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

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

## Official

### 6 Risk

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

### 7 Efficiency Incentives to the Contractor

- 6.1 The Parties agree that 3% of the CONTRACT Price represents incentives designed to drive (i) good behaviours; and (ii) and use of market leading service delivery practices, by the CONTRACTOR in driving efficiencies in the provision of the Services ("**Efficiency Incentive Fund**"). Such efficiencies shall include but not be limited to reductions in the Contract Price. 'Behaviours' in this clause mean all actions (and non-actions) of the CONTRACTOR in performing the Services.
- 6.2 The CONTRACTOR shall reduce the value of each invoice by the value of the Efficiency Incentive Fund.
- 6.3 The AUTHORITY will hold the Efficiency Incentive Fund as a separate budget.

## Official

- 6.4 The CONTRACTOR will identify and communicate efficiencies it has made each month as part of its management reporting pack, including evidence of any efficiencies achieved and the behaviours which have driven those efficiencies.
- 6.5 At the AUTHORITY's sole discretion it may release any or all of the Efficiency Incentives Fund to the CONTRACTOR. In the event that the AUTHORITY shall make such a release, the CONTRACTOR shall be eligible to include the amounts so allocated, through its invoicing cycle.
- 6.6 Any release of the Efficiency Incentives Fund shall be a Variation to this Contract and shall be implemented through the Variation Process contained in Schedule 15.
- 6.7 For the avoidance of doubt, while wishing to drive reductions in the Contract Price is a central aim of the Efficiency Incentives Fund, the AUTHORITY may make a release under Paragraph 6.6 regardless of whether a reduction in Contract Price has been achieved.

## 8 Benchmarking

- 7.1 The AUTHORITY may at its cost and discretion undertake, or direct a third party nominee ("**Benchmarking Partner**") to undertake on an [annual] basis a Benchmark Review by serving a Benchmarking Notice. This process is known as "**Benchmarking**".
- 7.2 The Service(s) which the AUTHORITY wishes to Benchmark, including but not limited to the CONTRACTOR'S input costs, efficiencies and prices ("**Benchmarked Services**") will be identified to the CONTRACTOR in writing when the AUTHORITY provides notification of the Benchmarking (the "**Benchmarking Notice**").
- Benchmarking Partner
- 7.3 The Parties shall provide reasonable co-operation to the Benchmarking Partner in a timely manner in preparation for and conduct of the Benchmarking Plan.
- 7.4 The AUTHORITY will instruct the Benchmarking Partner to carry out an analysis of the CONTRACTOR'S performance in delivering the Benchmarked Services against established key performance metrics.
- 7.5 Benchmarking shall be undertaken by the Benchmarking Partner in an independent, professional and objective manner, utilising agreed standard methodologies for data analysis and comparison.

## Official

7.6 The Benchmarking Partner shall:

- (a) be required to execute such agreements as necessary to comply with the terms of confidentiality within this Contract;
- (b) provide the Parties with a reasonable explanation of:
  - (c) its methodology, including its use of relevant comparative data;
    - (i) the extent the Benchmarking Partner's judgement was applied versus objective data; and
    - (ii) its normalisation formula, if it is required to be applied for the purpose of the Benchmarking; and
- (b) independently administer the Benchmarking in a manner consistent with such methodology.

### Benchmarking Notice

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

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

7.8 The CONTRACTOR shall:

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

## Official

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

7.10 Upon receipt of the CONTRACTOR'S acceptance of the Benchmarking Notice (such acceptance not to be unreasonably withheld), the Benchmarking Notice shall be sent to the Benchmarking Partner with an instruction to draw up a Benchmarking plan and issue it to the parties (the "**Benchmarking Plan**").

7.11 The Benchmarking Plan shall include:

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

- Benchmarking Obligations

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



## Official

- Obligations of the CONTRACTOR

7.13 The CONTRACTOR shall:

- (a) ensure that the supply of the Services including compliance with the Service Levels shall not be affected by the undertaking of the Benchmarking;
- (b) notify the AUTHORITY:
  - (i) immediately when it becomes aware that the Benchmarking may have an impact on delivery of the Services; and
  - (ii) of the mitigation actions required to address to such impact;
  - (iii) provide such information, including full and accurate data, subject to any confidentiality obligations, as may reasonably be requested by the Benchmarking Partner in connection with and relevant to the Benchmarking; and
  - (iv) ensure the attendance of such appropriate personnel at workshops, reviews, meetings or presentations as may reasonably be required.

- AUTHORITY'S Responsibilities

7.14 The AUTHORITY shall:

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

- Benchmarking Report

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

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

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

- Consequences of Benchmarking

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

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

7.18 If the Benchmarking Report states that the Services are:

- (a) Competitive, then there shall be no increase in the Charges; or
  - (b) not Competitive, the parties shall:
    - (i) discuss the findings of the Benchmarking Report at the next Management Governance Group and escalate any issues raised to the Strategic Governance Group; and
    - (ii) agree the changes that would be required to the:
      - (A) Services;
      - (B) Charges; or
      - (C) Service Levels,
- to make the Services Competitive, as soon as reasonably practicable, but, in any event, within no more than one (1) Month from the agreement in the relevant [Management Governance Group].

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- 7.19 Where any reduction is agreed to be made to the Charges:
- (a) such reduction shall be applied retrospectively from the date at which the Services became non-Competitive; and
  - (b) the CONTRACTOR shall reimburse to the AUTHORITY any excess Charges that have been paid by the AUTHORITY from that date.
- 7.20 Where any improvement is required in the Service Levels, the new Service Level shall become effective immediately.
- 7.21 Any dispute as to the reduction in the Charges resulting from the Benchmarking shall be resolved in accordance with the Dispute Resolution Procedure.
- Cost of Benchmarking
- 7.22 The CONTRACTOR shall bear all of its own and any Sub-Contractors' costs incurred in connection with the Benchmarking.
- 7.23 The AUTHORITY shall bear all of its own costs in connection with the Benchmarking.
- 7.24 The Benchmarking Partner's costs shall be borne by the AUTHORITY, save where the Benchmarked Services are shown not to be Competitive, in which event the CONTRACTOR will pay the Benchmarking Partner's costs incurred by the AUTHORITY.

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**SCHEDULE 12**

**EXIT ARRANGEMENTS**

**Exit Management**

**1 Overview**

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

**2 Obligations During the Contract to Facilitate Exit**

- 2.1 During the Contract, the CONTRACTOR shall:
- (a) create and maintain a register of all Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services (the "**Register**");
  - (b) create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the CONTRACTOR provides the Services, which shall contain sufficient detail to permit the AUTHORITY and / or Replacement Contractor to understand how the CONTRACTOR provides the Services and to enable the smooth transition of the Services with the minimum of disruption;
  - (c) agree the format of the Registers with the AUTHORITY as part of the process of agreeing the Exit Plan; and

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- (d) at all times keep the Registers up to date, in particular in the event that CONTRACTOR Assets, Sub-Contracts or other relevant agreements are added to or removed from the Services.

### 2.2 The CONTRACTOR shall:

- (a) procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under this Contract; and
- (b) (unless otherwise agreed by the AUTHORITY in writing) procure that all licences for third party Intellectual Property Rights and all Sub-Contracts shall be assignable and / or capable of novation at the request of the AUTHORITY to the AUTHORITY (and / or its nominee) and / or any Replacement Contractor upon the CONTRACTOR ceasing to provide the Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the AUTHORITY.
- (c) Where the CONTRACTOR is unable to procure that any Sub-Contract or other agreement referred to in this Schedule which the CONTRACTOR proposes to enter into after the Commencement Date is assignable and / or capable of novation to the AUTHORITY (and / or its nominee) and / or any Replacement Contractor without restriction or payment, the CONTRACTOR shall promptly notify the AUTHORITY of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the AUTHORITY so directs, may include the CONTRACTOR seeking an alternative Sub-Contractor or provider Services to which the relevant agreement relates.

## 3 Assistance on re-tendering the Services

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

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

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

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3.2 The CONTRACTOR shall:

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

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

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

## 4 Exit Plan

4.1 Within three (3) months of the contract award date, the CONTRACTOR shall submit to the AUTHORITY (for its approval) an Exit Plan which:

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

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

- (a) how the Exit Information is obtained;

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



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- (j) proposals for the identification and return of all of the AUTHORITY's Property in the possession of and / or control of the CONTRACTOR or any third party (including any Sub-Contractor);
- (k) proposals for the disposal of any redundant Services and materials;
- (l) procedures (in Word format) to:
  - (i) deal with requests made by the AUTHORITY and / or a Replacement Contractor for Staffing Information;
  - (ii) determine which CONTRACTOR Staff are or are likely to become Transferring Employees; and
  - (iii) identify or develop any measures for the purpose of TUPE envisaged in respect of Transferring Employees of the CONTRACTOR;
- (m) how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Services from the CONTRACTOR to the Replacement Contractor and / or the AUTHORITY with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period; and
- (n) proposals for the supply of any other information or assistance reasonably required by the AUTHORITY or a Replacement Contractor in order to effect an orderly handover of the provision of the Services.

## 5 Termination Assistance

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

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- 5.2 If the AUTHORITY requires Termination Assistance, it will give the CONTRACTOR a written "**Termination Assistance Notice**" setting out:
- (a) the date from which Termination Assistance is required;
  - (b) the nature of the Termination Assistance that is required; and
  - (c) the period during which the Termination Assistance will be required ("**Termination Assistance Period**"). This period shall continue no longer than twelve (12) Months after the date that the CONTRACTOR ceases to provide the Services.
- 5.3 The AUTHORITY will seek to give the CONTRACTOR sufficient notice of its need for Termination Assistance. Specifically, the AUTHORITY will give the Termination Assistance Notice:
- (a) at least two (2) Months prior to the Expiry Date (if the Termination Assistance is required because the Contract is due to expire); or
  - (b) if the Termination Assistance is required due to the fact that the Contract is being terminated early, as soon as reasonably practicable and in any event, not later than one (1) Month following the service by either Party of a Termination Notice.
- 5.4 If the AUTHORITY finds that it needs to extend the Termination Assistance Period beyond the period originally specified in the Termination Assistance Notice, it may do this by giving written notice to the CONTRACTOR. However:
- (a) the AUTHORITY shall not be permitted to extend the Termination Assistance Period for more than twelve (12) Months after the date the CONTRACTOR ceases to provide the Services; and
  - (b) the AUTHORITY must notify the CONTRACTOR of its intention to extend the Termination Assistance Period no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.5 If the AUTHORITY finds that it no longer needs the provision of Termination Assistance from the CONTRACTOR, it may terminate its requirement for Termination Assistance by serving not less than twenty (20) Working Days' written notice upon the CONTRACTOR to such effect.

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### 6 Termination Assistance Period

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

- (a) continue to provide the Services (as applicable) and, if required by the AUTHORITY provide the Termination Assistance;
- (b) in addition to providing the Services and the Termination Assistance, provide to the AUTHORITY any reasonable assistance requested by the AUTHORITY to allow the Services to continue without interruption following the termination or expiry of this Contract and to facilitate the orderly transfer of responsibility for and conduct of the Services to the AUTHORITY and / or its Replacement Contractor;
- (c) use all reasonable endeavours to reallocate resources to provide such assistance as referred to in this Schedule without additional costs to the AUTHORITY;
- (d) provide the Services and the Termination Assistance at no detriment to the Service Levels, save to the extent that the Parties agree otherwise; and
- (e) at the AUTHORITY's request and on reasonable notice, deliver up-to-date Registers to the AUTHORITY.

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

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

### 7 Termination Obligations

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

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- 7.2 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the CONTRACTOR's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Section), the CONTRACTOR shall:
- (a) cease to use the AUTHORITY Data;
  - (b) provide the AUTHORITY and / or the Replacement Contractor with a complete and uncorrupted version of the AUTHORITY Data in electronic form (or such other format as reasonably required by the AUTHORITY);
  - (c) erase from any computers, storage devices and storage media that are to be retained by the CONTRACTOR after the end of the Termination Assistance Period all AUTHORITY Data and promptly certify to the AUTHORITY that it has completed such deletion;
  - (d) return to the AUTHORITY such of the following as is in the CONTRACTOR's possession or control:
    - (i) all materials created by the CONTRACTOR under this Contract in which the IPRs are owned by the AUTHORITY;
    - (ii) any equipment which belongs to the AUTHORITY;
    - (iii) any items that have been on-charged to the AUTHORITY, such as consumables;
    - (iv) all of the AUTHORITY's Property issued to the CONTRACTOR (such AUTHORITY's Property shall be handed back to the AUTHORITY in good working order (allowance shall be made only for reasonable wear and tear)); and
    - (v) any sums prepaid by the AUTHORITY in respect of Services not delivered by the Termination Date;
  - (e) vacate any AUTHORITY Premises; and
  - (f) remove the CONTRACTOR Equipment together with any other materials used by the CONTRACTOR to supply the Services and shall leave the Sites in a clean, safe and tidy condition. The CONTRACTOR is solely responsible for making good any damage to the

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Sites or any objects contained thereon, other than fair wear and tear, which is caused by the CONTRACTOR and / or any CONTRACTOR Staff;

7.3 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the CONTRACTOR's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or termination services or for statutory compliance purposes.

7.4 Except where the Contract provides otherwise:

- (a) any and all licences, leases and authorisations, and
  - (b) any and all CONTRACTOR Equipment, other AUTHORITY services, facilities, supplies, solutions and licenses (provided by either the CONTRACTOR or Others)
- in relation to the Services shall be terminated with effect from the end of the Termination Assistance Period.

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

## 8 Assets and Sub-contracts

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

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

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- 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the CONTRACTOR, the AUTHORITY shall provide written notice to the CONTRACTOR setting out:
- (a) which, if any, of the Transferable Assets the AUTHORITY requires to be transferred to the AUTHORITY and / or the Replacement Contractor ("**Transferring Assets**");
  - (b) which, if any, of:
    - (i) the Exclusive Assets that are not Transferable Assets; and
    - (ii) the Non-Exclusive Assets,
  - the AUTHORITY and / or the Replacement Contractor requires the continued use of; and
  - (c) which, if any, of Transferable Contracts the AUTHORITY requires to be assigned or novated to the AUTHORITY and / or the Replacement Contractor (the "Transferring Contracts") in order for the AUTHORITY and / or its Replacement Contractor to provide the Services from the expiry of the Termination Assistance Period.
- 8.3 Where requested by the AUTHORITY and / or its Replacement Contractor, the CONTRACTOR shall provide all reasonable assistance to the AUTHORITY and / or its Replacement Contractor to enable it to determine which Transferring Assets and Transferring Contracts the AUTHORITY and / or its Replacement Contractor requires to provide the Services and / or Replacement Services.
- 8.4 With effect from the expiry of the Termination Assistance Period, the CONTRACTOR shall sell the Transferring Assets to the AUTHORITY and / or its nominated Replacement Contractor for a consideration equal to their Net Book Value, except where the cost of the Transferring Asset has been partially or fully paid for through the Charges at the Termination Date, in which case the AUTHORITY shall pay the CONTRACTOR the Net Book Value of the Transferring Asset less the amount already paid through the Charges.
- 8.5 Risk in the Transferring Assets shall pass to the AUTHORITY or the Replacement Contractor (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the AUTHORITY or the Replacement Contractor (as appropriate) on payment for the same.
- 8.6 Where the CONTRACTOR is notified in accordance with this Schedule that the AUTHORITY and / or the Replacement Contractor requires continued use of any Exclusive Assets that are not

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Transferring Assets or any Non-Exclusive Assets, the CONTRACTOR shall as soon as reasonably practicable:

- (a) procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the AUTHORITY) for the AUTHORITY and / or the Replacement Contractor to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- (b) procure a suitable alternative to such assets and the AUTHORITY or the Replacement Contractor shall bear the reasonable proven costs of procuring the same.

8.7 The CONTRACTOR shall as soon as reasonably practicable assign or procure the novation to the AUTHORITY and / or the Replacement Contractor of the Transferring Contracts. The CONTRACTOR shall execute such documents and provide such other assistance as the AUTHORITY reasonably requires to effect this novation or assignment.

8.8 The AUTHORITY shall:

- (a) accept assignments from the CONTRACTOR or join with the CONTRACTOR in procuring a novation of each Transferring Contract; and
- (b) once a Transferring Contract is novated or assigned to the AUTHORITY and / or the Replacement Contractor, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Contractor does the same.

8.9 The CONTRACTOR shall hold any Transferring Contracts on trust for the AUTHORITY until such time as the transfer of the relevant Transferring Contract to the AUTHORITY and / or the Replacement Contractor has been effected.

8.10 The CONTRACTOR shall indemnify the AUTHORITY (and / or the Replacement Contractor, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the AUTHORITY (and / or Replacement Contractor) in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

## 9 Equipment Disposal

9.1 All equipment potentially holding AUTHORITY Data, credentials, or configuration information for the Services shall be identified. Storage media which has held AUTHORITY Data shall be appropriately sanitised or securely destroyed at the end of its lifecycle. Accounts or credentials specific to the redundant equipment must be revoked. On disposal of the equipment or data, a

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destruction certificate should be issued by the CONTRACTOR to the AUTHORITY which identifies the asset.

- 9.2 Once equipment used to deliver the Services reaches the end of its useful life it should be disposed of in a way that does not compromise the security of the Services or AUTHORITY Data.

## 10 Other

- 10.1 The CONTRACTOR shall cooperate fully with the AUTHORITY during the handover arising from the expiry or earlier termination of this Contract. This co-operation, during the setting up operations period of the Replacement Contractor, shall extend to the CONTRACTOR allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- 10.2 Within fourteen (14) working days of being so requested by the AUTHORITY's Representative, the CONTRACTOR shall transfer to the AUTHORITY, or any person designated by the AUTHORITY, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format to operate on a proprietary software package identical to that used or as otherwise requested by the AUTHORITY.
- 10.3 The CONTRACTOR agrees to keep indemnified fully the AUTHORITY and the Crown against all claims, demands, proceedings, suits, actions, Direct Losses, damages, charges, costs and expenses (including legal costs and disbursements on a solicitor and client basis) which are incurred by the AUTHORITY or the Crown as a result of, or in connection with a breach of warranty in respect of Paragraphs 10.1-10.2 above.]



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### 11 Charges

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

### 12 Apportionments

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

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

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

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**SCHEDULE 13**

**BUSINESS CONTINUITY**

**1. Background**

1.1. This Schedule sets out the AUTHORITY's requirements for the CONTRACTOR's management of business continuity, and in particular the AUTHORITY's requirements for the CONTRACTOR's Business Continuity Event response.

1.2. The CONTRACTOR shall note the contents of this Schedule and comply with the obligations set out below. In addition, where required, the CONTRACTOR shall ensure that any agreement with either CONTRACTOR Staff or Sub-Contractors shall also incorporate the relevant provisions of this Schedule.

**1.3. Business continuity management**

1.4. Within 30 Working Days of the Commencement Date, the CONTRACTOR shall prepare, develop and maintain a Business Continuity Management capability for the Services that meets the requirements of ISO22301, and shall detail the processes and arrangements that the CONTRACTOR shall follow to ensure;

(a) continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and

(b) the recovery of the Services following a disruption.

1.5. The CONTRACTOR will prepare and deliver in accordance with ISO22301 a Business Continuity Management System (BCMS) within 30 Working Days of the Commencement Date, or equivalent which will be agreed in writing between the parties, and will include the following for the Services provided to the AUTHORITY:

(a) A Business Impact Analysis for the Services provided, including all prioritised outputs, all resources to support the Services, service recovery response times and invocation triggers.

(b) A Business Continuity Plan for the Services provided that reflects the content of the agreed Business Impact Analysis, that is invoked with the appropriate trigger to restore services disrupted

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- (c) Evidence of regular testing of the Business Continuity Plan, with at least one test within 30 Working Days of plan sign off and a minimum annually thereafter.
  
- (d) Evidence of Business Impact Analysis and Business Continuity Plan updates for the Services provided annually.

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87.8 SCHEDULE 14

STANDARDS

All items supplied by IQVIA unless stated otherwise.

Swab Test Equipment	Detail
Swabs and Tube	Provided by the Authority as Issued Property.  Swabs are CE marked pursuant to EC directive93/42/EEC (medical devices)
Sample bags	Including absorbent sheet
Yellow Urgent Specimen Label	To detail "High Risk Urgent Specimen COVID-19.Do not Open. Please send to Pathology Department"
Bar Codes	Sets of 4

Capillary Blood Test Equipment	Detail
Capillary Test Kit	Provided by the Authority as Issued Property (Manufactured by Thermo Fisher)
Sample Transport Boxes	Provided by the Authority as Issued Property (Manufactured by Thermo Fisher)
Additional Lancets	Provided by the Authority as Issued Property  (Manufactured by Thermo Fisher)
Bar Codes	Sets of 4, plus additional colouring to indicate blood sample

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<b>Venous Blood Test Equipment</b>	<b>Detail</b>
Vacutainer	BD Vacutainer (367954) - single
Needle	BD Vacutainer Eclipse Signal Blood Coll. Needle (368835)
Wipes	Saline Cleansing AW6100 – single
Wipes	Alcohol Swabs AW7100 – single
Specimen bag	MedDX Flexible Secondary 95kPa Pouch C5 - single
Absorbent pad	75 X 125mm 50ml – single
Blood sample transport box	200G Box, FS95/C5
Tamper seal for transport box	
Bar Codes	Sets of 4, plus additional colouring to indicate blood sample

<b>PPE &amp; Additional Equipment</b>	<b>Detail</b>	<b>Tester Type</b>
Hand Sanitiser	70% alcohol to follow PHE guidance	All
Gloves (S, M, L, XL)	non-powdered latex free to follow PHE guidance for PPE - single use/disposable	All
Face Masks	Type 2 fluid resistant masks	All
Disinfectant Wipes	70% alcohol	All
Storage/Organisation boxes	In 3 colours for the storage of unused, used and waste test kit items	All
Aprons	To follow PHE guidance	Venous Blood
Sharps Bin	Inc labels for transport when sent for disposal.	Venous Blood
Blood Spill Kit	GV Health	Venous Blood
Tourniquets	Disposable	Venous Blood
Cool Bag	For the storage and transport of blood samples from SW to courier	All

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IQVIA are responsible for the printing and supply of the following documents. Country specific documents are printed in English for the four nations, plus Welsh.

Documents	Detail
Informed Consent Form 16+ - SWAB	Pack size 25 – country specific
Informed Consent Form 16+ - BLOOD	Pack size 25 – country specific
Additional Consent Form Blood	Pack size 25 – country specific
Additional Consent Form Swab	Pack size 25 – country specific
Participant Information Sheet 10-15	Pack size 3 – country specific
Participant Information Sheet 5-9	Pack size 3 – country specific
Assent Form 10-15	Pack size 10 – country specific
Sample Inventory Log	Booklet – Generic
Participant Information Sheet 16+ – Swab	Pack size 3 – country specific
Participant Information Sheet 16+ – Blood	Pack size 3 – country specific
Capillary Guide	Pack size 3 – Generic
Swab Guide	Pack size 3 – Generic
Summary Letter (for those who have misplaced original letter)	Pack size 3 – country specific

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**SCHEDULE 15**

**CONTRACT VARIATIONS**

**1. Overview**

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

**2. Change Control Principles**

- 2.1. The AUTHORITY's Request for Change (RFC) template is included as Appendix A to this Schedule.

- 2.2. The CONTRACTOR shall:

- (a) adhere to the AUTHORITY's Request for Change (RFC) process when delivering the Services and throughout the lifetime of the Contract;
- (b) provide any content required within the template pro-forma RFC, Impact Assessment (IA) and Contract Change Notifications (CCN) template documents, as may be required by the Project Manager or the Commercial Manager (as may be sponsoring the specific change) and have the AUTHORITY Lead formally confirm satisfaction;
- (c) work with the AUTHORITY Manager to complete any Impact Assessments as a result of an RFC being raised within five (5) Working Days of the RFC being presented to the CONTRACTOR (whether such RFC is raised by the AUTHORITY or the CONTRACTOR); and
- (d) provide written confirmation (where required) that the CONTRACTOR is satisfied with the content of the IA prior to the IA being submitted by the AUTHORITY Manager to the PMO for processing.

- 2.3. A key aspect of the Variation Process will be managing Changes to scope and timescales where the specific Deliverable is part of the integrated system overseen by the AUTHORITY.

- 2.4. The AUTHORITY reserves the right to engage directly with the CONTRACTOR if and when these Deliverables are impacted by a Change and the CONTRACTOR shall provide the AUTHORITY

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with any and all information to understand the impact of proposed Changes. All documentation shall be updated accordingly.

### 3. Raising an RFC – CONTRACTOR

#### 3.1. Should the CONTRACTOR wish to raise an RFC:

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

#### 3.2. In very exceptional circumstances, the CONTRACTOR will allow the AUTHORITY to authorise RFCs outside of the normal parameters (i.e. board meetings) on the CONTRACTOR's behalf with all relevant paperwork followed up accordingly. The AUTHORITY shall make all reasonable



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endeavours to contact the CONTRACTOR to participate in the decision-making. The CONTRACTOR shall be required to provide emergency (24 hour, seven day a week) contact details for use throughout the Contract Period.

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

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

3.4. The AUTHORITY Manager shall:

- (a) work closely with the Programme PMO, the Project Manager, and (where required) the Devolved Administrations so as to ensure the smooth application of all the above-mentioned processes;
- (b) be responsible for raising any RFC on behalf of the CONTRACTOR and completing the raised RFC within five (5) Working Days of the RFC being raised;
- (c) be responsible for obtaining written evidence that the CONTRACTOR agrees with the content of the RFC;
- (d) be responsible for completing all IAs completed (working with the CONTRACTOR) within five (5) Working Days of request and providing evidence that the CONTRACTOR agrees with its content;

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- (e) be responsible for getting the CONTRACTOR's signature on all CCNs, ensuring the CONTRACTOR's agreement to amendments to contracts within three (3) Working Days; and
- (f) provide the Programme PMO with fortnightly updates on their assigned contracts via email.

### 4. Raising an RFC – AUTHORITY

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

### 5. Financial Impact Analysis

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

### 6. Expedited Variation

- 6.1. The AUTHORITY may, at its sole discretion, in urgent circumstances raise and approve an RFC for immediate implementation by the CONTRACTOR ("**Expedited Variation**"). The AUTHORITY shall use all reasonable endeavours where possible to discuss the Expedited Variation with the CONTRACTOR in advance of its approval. The CONTRACTOR shall use all reasonable endeavours to implement the Expedited Variation to the timescales set out by the AUTHORITY.
- 6.2. In parallel with implementing the Expedited Variation the CONTRACTOR shall undertake all of the preparatory work it would undertake to underpin an RFC, including an impact assessment and a draft revised cost model, for approval by the AUTHORITY (such approval not to be unreasonably withheld or delayed).
- 6.3. Upon approval of the draft revised cost model by the AUTHORITY the revised CONTRACTOR cost model shall be inserted into Schedule 3 of this Contract as the agreed CONTRACTOR Cost Model.

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- 6.4. During the development of the impact analysis the CONTRACTOR shall only be required to meet the Service Levels to the extent this is possible while implementing the Expedited Variation. For the avoidance of doubt, Service Credits shall not apply to the Expedited Variation during that development period.
- 6.5. Should the CONTRACTOR identify aspects of other Key Performance Indicators be likely to be adversely impacted due to the delivery of the Expedited Variation it shall promptly notify the AUTHORITY of the Key Performance Indicators likely to be adversely affected and the length of the likely impact. The AUTHORITY, acting reasonably, shall review those Key Performance Indicators and if agreed, any Service Credits applicable to those Key Performance Indicators shall be waived for the development period.
- 6.6. Upon receipt of the CONTRACTOR revised draft cost model, the AUTHORITY may:
  - (a) approve the CONTRACTOR revised draft cost model; or
  - (b) request further information to support approval of the CONTRACTOR revised draft cost model; or
  - (c) reject the CONTRACTOR revised draft cost model.
- 6.7. In the event that the AUTHORITY rejects the CONTRACTOR Impact Assessment and / or revised draft cost model, the AUTHORITY and the CONTRACTOR shall discuss in good faith a mechanism for delivery of the Services including the Expedited Variation. Should agreement not be possible, the AUTHORITY shall withdraw the Expedited Variation and the Services shall be delivered as if the Expedited Variation had not been implemented.
- 6.8. The AUTHORITY shall reimburse the reasonably-incurred Charges levied by the CONTRACTOR in implementing the Expedited Variation on submission by the CONTRACTOR of a valid and detailed invoice for those Charges, either as part of the revised draft cost model under Paragraph 5.1 of this Schedule 15, or as a separate Charge otherwise.

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**SCHEDULE 15 - APPENDIX A**

**REQUEST FOR CHANGE TEMPLATE**

**Restrict Access**

**Additional Authors**

**\*\* (Contract Change only)**

		<b>Formal Impact Assessment Required</b>	
<b>RFC Number</b>		<b>Status</b>	
<b>RFC Title</b>		<b>RFC Owner</b>	
<b>Type of Change</b>			
<b>Description of Change</b>	<p>Include any/all of the following:</p> <p><b>Time</b> = which Level 0 or 1 Deliverable will this change affect and what will the new Deliverable date be?</p> <p><b>Cost</b> = what will the cost of this change be?</p> <p><b>Scope</b> = list all products affected by this change.</p> <p><b>Contractual</b> = Does this change impact any contracts if so, which contracts will be affected and will this change require a CCN?</p> <p><b>Consultancy Contract Call off Requests</b></p> <p><b>Technological</b> = Major changes to the agreed technology</p> <p><b>Quality</b> = Where a major changes to current understanding of the features or deliverables</p> <p><b>For Workforce/Establishment List Updates</b> use this link <a href="#">here</a></p> <p>As well as additions, changes that we need to capture might include: - movement of posts between projects/branches, grade, profession and amended start/end dates</p> <p>The information that we need to provide to the Corporate Establishment List team is set out in the link.</p> <p>For instances where there is a financial impact you will need to include the associated cost with the RFC template in the usual way.</p> <p><b>Risks/Issues/Decisions/Assumptions/Commitments/Dependencies/Lessons Learned</b> = Has this change been generated from a Risk or Issue (state Risk/Issue Number)/Decision/Assumption/Lessons Learned or will this change generate any new Risks or Issues, Decisions (where did decision generate from), Commitment (where did the commitment</p>		

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	<p>generate from), Lessons Learned (state Lessons Learned No) etc. If yes, please state Risk/Issue, Decision/Assumption, Commitment, Dependencies or Lessons Learned etc. Outline any interfaces or dependencies which may be affected by this change.</p> <p>RFC owners need to discuss budgets, costs and cost codes prior to raising an RFC with Management Accounts/Budget operations bi-laterals or the Finance Team.</p> <p>Owners/originators of an RFC need to ensure whether or not money will need to be transferred to another cost centre and ensure that you have the correct codes.</p> <p>You will need to show extracts of your Staffing profiles prior to the change, how the profile will look 'Post' change and show the difference between each.</p>	
<b>Other Options</b>		
<b>Do Nothing Option</b>		
<b>Initial estimate of change costs</b>	<p>Include the cost this year and the estimated cost in future years (include costings with and without VAT).</p> <p>Please state whether the required funding is Resource or Capital.</p> <p>Please state whether there is any impact to any contractual payments.</p> <p>RFC owners need to discuss budgets, costs and cost codes prior to raising an RFC with Management Accounts/Budget operations bi-laterals or the Finance Team.</p> <p>Owners/originators of an RFC need to ensure whether or not money will need to be transferred to another cost centre and ensure that you have the correct codes.</p> <p>You will need to show extracts of your Staffing profiles prior to the change, how the profile will look 'Post' change and show the difference between each.</p>	
<b>Cost Centre Code</b>	<b>Output Codes</b>	<b>Business Area</b>

<b>Impact Assessors and Comments</b>					
<b>Assessor</b>	<b>Area</b>	<b>Link</b>	<b>Date Received</b>	<b>Comments</b>	<b>Decision</b>

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**Further Impact Assessors and Comments**


<b>Requested By</b>		<b>Date RFC Raised</b>	
<b>Name of PSO</b>		<b>Business Area/Division</b>	
<b>Product/Name/ Number</b>			
<b>Agreement Name **</b>		<b>Agreement Number **</b>	

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<b>CCN Number **</b>		<b>Has CCN Been Agreed</b> **	
<b>Quality Assured By</b>		<b>QA Date</b>	

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

<b>Potential Documents to be changed i.e. Product Descriptions. Plans, PID etc</b>	<b>Name of person who updated the document/plan etc.</b>	<b>Date</b>
<b>Programme Plan</b>		

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<b>Milestone Definition Document</b>		
<b>Finance Transfers</b>		
<b>Product Description</b>		
<b>Any Other Documents</b>		

<b>Has the change been made</b>	<b>Date Change made</b>	<b>Who was responsible for the change?</b>	<b>Has the Change Owner agreed that we can close the change?</b>

<b>RFC sent out for Information to:</b>					
	<b>Comments</b>			<b>Comments</b>	
	<b>Comments</b>			<b>Comments</b>	

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



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SCHEDULE 15 - APPENDIX B

IMPACT ANALYSIS TEMPLATE

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

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

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

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

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SCHEDULE 15 - APPENDIX C

CONTRACT CHANGE NOTIFICATION

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CCN Number	CCN001	RFC Number	RFC0144
Agreement Title		Agreement Reference	

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

**Official**

<b>By</b>	
<b>Name</b>	
<b>Title</b>	
<b>Date</b>	
<b>Signed for and on behalf of The CONTRACTOR</b>	
<b>By</b>	
<b>Name</b>	
<b>Title</b>	
<b>Date</b>	

**Internal Use only**

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

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<b>Cost Centre Code</b>	<b>Output Codes</b>	<b>Business Area</b>

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SCHEDULE 18

PROCUREMENT CHALLENGE PROTOCOL

Private & Confidential

DATED 2021

---

OFFICE FOR NATIONAL STATISTICS (1)

and

[SUPPLIER] (2)

---

DEED OF AGREEMENT RELATING TO  
PROCUREMENT CHALLENGES TO THE  
COVID-19 INFECTION SURVEY SERVICES

---

[This is a Deed to be entered into by all successful Tenderers delivering service related to the Covid-19 Infection Survey Services. It is designed to set out the steps to be taken by the parties in circumstances where a procurement law challenge is raised in relation to the awarded Agreement. It will operate alongside the relevant Agreement]

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3	Agreements and declarations.....	353
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**THIS DEED** is made this                      day of                      2021

**BETWEEN:**

- 1        **OFFICE FOR NATIONAL STATISTICS**, whose principal office is at Government Buildings, Cardiff Road, Newport, South Wales NP10 8XG (“**Customer**”);
- 2        [IQVIA Ltd (Registered in England No. 03022416) whose registered office is at 3 Forbury Place, 23 Forbury Road, Reading, United Kingdom, RG1 3JH] (“**Supplier**”)

**WHEREAS:**

- (A)     On [date] THE CUSTOMER and the Supplier entered into a contract for the supply of [insert description of the relevant services to be provided by the Supplier] (the '**Agreement**').
- (B)     The award of the Agreement by the Customer followed [a tender exercise pursuant to an OJEU advertisement dated [date] under OJEU reference [number]] / [a call-off procedure under the [insert name and reference of the relevant CCS Framework] (the '**Framework**')].
- (C)     Notwithstanding that the Customer believes that it has complied with its obligations under the Regulations [and/or the Framework terms] there remains a risk that a third party may seek to allege a breach of the obligations [and/or the terms of the Framework].
- (D)     Such risk includes, among other things, the risk that a third party may seek, in relation to the Agreement, a Declaration of Ineffectiveness and/or an award of damages (and various orders consequential thereon) from the Court.
- (E)     The parties have therefore agreed to enter into this Deed for the purposes of setting out their respective rights and obligations in the event of third party seeking and/or obtaining a Declaration of Ineffectiveness and/or an award of damages and/or or any orders in relation to the Agreement.

**NOW THIS DEED WITNESSES** as follows:

**1. Definitions and Interpretation**

- 1.1. In this Deed, the following words and expressions shall have the following meanings:
  - a        **Challenge** means any legal challenge brought against the Customer pursuant to the Regulations in relation to the terms of the Agreement (including any terms contained in any document attached to, or referred to in, the Agreement) and/or the award of the Agreement;
  - b        **Agreement** means the agreement dated [date] and made between (1) the Customer and (2) Supplier for the supply of [insert services description];
  - c        **Court** means a court in England or Wales with jurisdiction to hear and adjudicate on a Challenge;



- d **Declaration of Ineffectiveness** means a declaration by the Court that the Agreement is ineffective, pursuant to Regulation 98 of the Regulations;
- e **Losses** means all and any actions, proceedings, costs, claims, damages, demands, expenses, liabilities and losses suffered or incurred by the Customer;
- f **Regulations** means the Public Contracts Regulations 2015 (as amended);
- g **Services** means the services to be provided by the Supplier pursuant to the Agreement;
- h **TUPE** means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
- i **Working Day** means any day except Saturday, Sunday or a Bank Holiday in England.

1.2. In this Deed:

- a words importing the singular include the plural, and vice versa;
- b words importing the masculine gender include the feminine and neuter genders;
- c a reference to a clause is a reference to a clause of this Deed, unless specified otherwise;
- d a reference to any statute, statutory instrument or other legislation or measure intended to have the force of law (whether national or supra-national) shall be deemed to include that statute, statutory instrument, legislation or other measure as amended, supplemented or replaced from time to time;
- e the headings used in this Deed are for ease of reference only, and shall not affect its construction or interpretation;
- f the words "including", "in particular" and cognate expressions shall not operate to limit the generality of the words to which they refer where a wider construction is possible.

**2. Challenge in relation to the Agreement**

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

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

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

2.2. the Customer shall:

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

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

2.3. If neither the Customer nor Supplier wish to defend the Challenge:

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

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

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

2.4. If either:

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

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

- 2.5. If either of the circumstances set out in clauses 2.4.a and 2.4.b apply but (despite the Customer defending the Challenge) the Court makes a ruling that the Customer is in breach of its obligations under the Regulations in relation to the Agreement or the relevant variation, extension or novation (as the case may be) and as a consequence:
- a an award of damages is made against the Customer in favour of a third party claimant; or
  - b a Declaration of Ineffectiveness is made in relation to the Agreement or the relevant variation, extension or novation (as the case may be); or
  - c any other remedy is granted to a third party claimant,

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

2.6. Where the provisions of this clause 2.6 apply:

- a if both parties wish to defend the Challenge, all and any Losses arising by reason of the unsuccessful defence of such Challenge and the subsequent ruling of the Court (including any financial penalty imposed on the Customer further to the making of a Declaration of Ineffectiveness, any award of damages against the Customer in favour of a third party, and any legal and other professional fees expended in such connection) shall be borne by the parties in equal shares;
- b if the Customer alone determines to defend the Challenge, the Customer shall bear all and any Losses arising by reason of the unsuccessful defence of such Challenge and the subsequent ruling of the Court (including any financial penalty imposed on the Customer further to the making of a Declaration of Ineffectiveness, any award of damages against the Customer in favour of a third party, and any legal and other professional fees expended in such connection); and
- c if the party at whose wish the Customer has sought to defend the Challenge is Supplier, Supplier shall fully and effectually indemnify and keep indemnified the Customer from and against all and any Losses arising by reason of the unsuccessful defence of such Challenge and the subsequent ruling of the Court (including any financial penalty imposed on the Customer further to the making of a Declaration of Ineffectiveness, any award of damages against the Customer in favour of a third party, and any legal and other professional fees expended in such connection).

2.7. Whether or not the Customer decides to defend any Challenge, and whether or not any defence of the Challenge is successful, it is agreed that the Customer shall, to the extent permitted by law, have no liability whatsoever (whether in contract, tort, for breach of statutory duty or otherwise) to Supplier for loss of profits, loss of business, loss of opportunities, or any other indirect or consequential loss, whether:

- a in the event of any Declaration of Ineffectiveness being made in respect of the Agreement or (as the case may be) any variation to it, extension to it or novation of it, or
- b otherwise in relation to any Challenge, or any other matter contemplated by this Deed.

2.8. Where the Agreement is subject to a Declaration of Ineffectiveness:

- a the Customer and the Supplier shall implement the Exit Plan (Agreement specification

section C2400) so as to seek to achieve an orderly and efficient transition of the Services to the Customer or another third party supplier and minimal disruption to the Covid-19 Infection Survey Services; and

- b the Customer shall pay Supplier's reasonable costs of assisting with and complying with the Exit Plan provided that the Customer shall not be liable for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of the Agreement.

2.9. Where, pursuant to clause:

- a 2.3(f), Supplier is liable to the Customer for the repayment of sums paid further to the Agreement; or
- b 2.6, Supplier is liable to the Customer for any Losses,

and where the Court does not make any order as to the time within which the sums in question are to be paid, the same shall be paid to the Customer within twenty-eight (28) days of the date of the relevant ruling of the Court (or, if there is no such ruling, within twenty-eight (28) days of the date of demand by the Customer).

2.10. Late payment by Supplier of any amount due to the Customer pursuant to this Deed shall attract interest at a rate of 2% above the base rate from time to time of Barclays Bank PLC.

### **3. Agreements and declarations**

3.1. This Deed is designed to work in conjunction with the Agreement but shall be read and construed separately from the Agreement.

3.2. For the avoidance of doubt, this Deed shall not apply to any legal challenge brought or threatened against the Customer pursuant to the Regulations in relation to the terms of:

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

after the Date referred to in clause 2.1.

3.3. For the avoidance of doubt this Deed shall continue in full force and effect notwithstanding the making of a Declaration of Ineffectiveness by the Court in relation to the Agreement or (as the case may be) any variation to it or novation of it.

3.4. This Deed shall be governed by English Law and the Courts of England shall have exclusive jurisdiction in relation to any dispute arising out of, or in connection with, this Deed.

### **4. Confidentiality**

4.1. Except to the extent set out in this clause 4, each Party shall:

- a treat this Deed, its existence and its subject-matter as confidential; and
- b not disclose the same to any other person.

4.2. Clause 4.1 shall not apply:

- a to the extent that such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004; or
- b so as to prevent the Customer from bringing this Deed to the attention of the Court for the purposes of dealing with any Challenge (whether the challenge in question is defended or not).

4.3. Nothing in this clause 4 shall operate to prevent the Customer from disclosing this Deed:

- a for any purpose connected with the examination and certification of the Customer's accounts; or
- b for any examination pursuant to the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources.

**5. Notices**

5.1. Except as otherwise expressly provided in this Deed, no notice or other communication from one party to the other shall have any validity under this Deed unless made in writing by or on behalf of the party sending the same.

5.2. Any notice or other communication which is to be given by either party to the other shall be given by letter (sent by hand or first class pre-paid post), by facsimile transmission or electronic mail. Any such notice shall be addressed to the other in accordance with clause 5.3. As long as the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or (in the case of electronic mail or facsimile transmission) four (4) hours after transmission (or sooner where the other party acknowledges receipt of the notice in question).

5.3. For the purposes of Clause 5.2, the address of each party shall be as follows:

- a For the Customer:

Address: Government Buildings, Cardiff Road, Newport, South Wales NP10 8XG

For the attention of: Darren Bone

Telephone: [REDACTED]

Email: [REDACTED]

- b For Supplier:

Address:

For the attention of:

Telephone:

Fax:

Email:

5.4. Either party may change its address for service by serving a notice in accordance with this clause 5.

5.5. In proving service of any notice it shall be sufficient for a party to show that the notice in question was properly delivered to the address or transmitted to the facsimile number of the other party as provided by this clause 5 or that (if sent by post) the notice was properly addressed and posted.

**IN WITNESS** whereof this Deed has been executed by or on behalf of the parties and delivered the day and year first before written.

**EXECUTED** as a **DEED** for and on behalf of ONS by

ONS Director Health, Analysis and Pandemic Insight

Director

Date

---

**EXECUTED** as a **DEED** for and on behalf of ONS by

Director

Date

---

**EXECUTED** as a **DEED** for and on behalf of

**[Supplier's Name]** by:

Director/Company Secretary

Date

---

---

**EXECUTED** as a **DEED** for and on behalf of **[IQVIA]**

by:

Director/Company Secretary

Date

---

## SCHEDULE 19

### FINANCIAL DISTRESS

#### 1. Credit Rating and Duty to Notify

1.1. The CONTRACTOR warrants and represents to the AUTHORITY for the benefit of the AUTHORITY that as at the Commencement Date:

the long term credit ratings issued for the CONTRACTOR and the Guarantor (if applicable) by each of the Rating Agencies are as follows;

a Dunn and Bradstreet

1.2. The CONTRACTOR shall promptly notify (or shall procure that its auditors promptly notify) the AUTHORITY in writing if there is any downgrade in the credit rating issued by any Rating Agency for either the CONTRACTOR or the Guarantor (and in any event within five (5) Working Days of the occurrence of the downgrade).

1.3. If there is any downgrade credit rating issued by any Rating Agency for either the CONTRACTOR or the Guarantor, the CONTRACTOR shall ensure that the CONTRACTOR's auditors or Guarantor's auditors (as the case may be) thereafter provide the AUTHORITY within ten (10) Working Days of the end of each Contract Year and within ten (10) Working Days of written request by the AUTHORITY (such requests not to exceed four (4) in any Contract Year) with written calculations of the quick ratio for the CONTRACTOR or the Guarantor as the case may be as at the end of each Contract Year or such other date as may be requested by the AUTHORITY. For these purposes the "quick ratio" on any date means:

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

where:

A is the value at the relevant date of all cash in hand and at the bank of the CONTRACTOR or the Guarantor (as the case may be);

B is the value of all marketable securities held by the CONTRACTOR or the Guarantor (as the case may be) determined using closing prices on the Working Day preceding the relevant date;

C is the value at the relevant date of all account receivables of the CONTRACTOR or the Guarantor (as the case may be); and

D is the value at the relevant date of the current liabilities of the CONTRACTOR or Guarantor (as the case may be).

1.4. The Contractor shall:

a regularly monitor the credit ratings of the CONTRACTOR, the Guarantor and each Key Sub-Contractor with the Rating Agencies; and



- b promptly notify (or shall procure that its auditors promptly notify) the AUTHORITY in writing following the occurrence of a Financial Distress Event or a Key Sub-Contractor Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event or a Key Sub-Contractor Financial Distress Event (and in any event, ensure that such notification is made within ten (10) Working Days of the date on which the CONTRACTOR first becomes aware of the Financial Distress Event, the Key Sub-Contractor Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event or a Key Sub-Contractor Financial Distress Event
- 1.5. For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraph 1.1(a) of this Schedule, the credit rating of the CONTRACTOR, the Guarantor or relevant Key Sub-Contractor (as the case may be) shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the CONTRACTOR, the Guarantor or relevant Key Sub-Contractor (as the case may be) at or below the applicable Credit Rating Threshold.

## **2. A FINANCIAL DISTRESS EVENT**

2.1. : In the event of;

- a the credit rating of the CONTRACTOR, the Guarantor or any Key Sub-Contractor dropping below the applicable Credit Rating Threshold;
- b the CONTRACTOR, the Guarantor or any Key Sub-Contractor issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;
- c there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the CONTRACTOR, the Guarantor or any Key Sub-Contractor;
- d The CONTRACTOR, the Guarantor or any Key Sub-Contractor committing a material breach of covenant to its lenders;
- e a Key Sub-Contractor notifying the AUTHORITY that the CONTRACTOR has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute; or
- f any of the following:
  - (i) commencement of any litigation against the CONTRACTOR, the Guarantor or any Key Sub-Contractor with respect to financial indebtedness greater than five million pounds sterling (£5,000,000)
  - (ii) non-payment by the CONTRACTOR or the Guarantor or any Key Sub-Contractor of any financial indebtedness;
  - (iii) any financial indebtedness of the CONTRACTOR, the Guarantor or any Key Sub-Contractor becoming due as a result of an event of default;

- (iv) the cancellation or suspension of any financial indebtedness in respect of the CONTRACTOR, the Guarantor or any Key Sub-Contractor; or

in each case which the AUTHORITY reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Services in accordance with this Contract.

a "**Financial Distress Event**") then, immediately upon notification of the Financial Distress Event (or if the AUTHORITY becomes aware of the Financial Distress Event without notification and brings the event to the attention of the CONTRACTOR), the CONTRACTOR shall have the obligations and the AUTHORITY shall have the rights and remedies as set out in Paragraphs 2.3 to 2.6 of this Schedule.

2.2. In the event of a late or non-payment of a Key Sub-Contractor pursuant to Paragraph 2.2(d) of this Schedule, the AUTHORITY shall not exercise any of its rights or remedies under Paragraph 2.3 without first giving the CONTRACTOR ten (10) Working Days to:

- a rectify such late or non-payment; or
- b demonstrate to the AUTHORITY'S reasonable satisfaction that there is a valid reason for late or non-payment.

2.3. The CONTRACTOR shall (and shall procure that, the Guarantor and/or any relevant Key Sub-Contractor shall):

- a at the request of the AUTHORITY, meet the AUTHORITY as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the AUTHORITY may permit and notify to the CONTRACTOR in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Contract; and
- b where the AUTHORITY reasonably believes (taking into account the discussions and any representations made under Paragraph 2.3(a) of this Schedule) that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Contract:
  - (i) submit to the AUTHORITY for its approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the AUTHORITY may permit and notify to the CONTRACTOR in writing); and
  - (ii) provide such financial information relating to the CONTRACTOR or the Guarantor as the AUTHORITY may reasonably require .

2.4. The AUTHORITY shall not withhold its approval of a draft Financial Distress Service Continuity Plan unreasonably. If the AUTHORITY does not approve the draft Financial Distress Service

Continuity Plan, it shall inform the CONTRACTOR of its reasons and the CONTRACTOR shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the AUTHORITY within five (5) Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Service Continuity Plan is approved by the AUTHORITY or referred to the Dispute Resolution Procedure under Paragraph 2.5 of this Schedule.

- 2.5. If the AUTHORITY considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the CONTRACTOR'S obligations in accordance with the Contract, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 2.6. Following approval of the Financial Distress Service Continuity Plan by the AUTHORITY, the CONTRACTOR shall:
- a on a regular basis (which shall not be less than monthly):
    - (i) review and make any updates to the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance and delivery of the Services in accordance with this Contract; and
    - b where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 2.6(a) of this Schedule, submit an updated Financial Distress Service Continuity Plan to the AUTHORITY for its approval, and the provisions of Paragraphs 2.4 and 2.5 of this Schedule shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan; and
    - c comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan.
- 2.7. Where the CONTRACTOR reasonably believes that the relevant Financial Distress Event under Paragraph 2.1 of this Schedule (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the AUTHORITY and the Parties may agree that the CONTRACTOR shall be relieved of its obligations under Paragraph 2.6.

### **3. TERMINATION RIGHTS**

- 3.1. The AUTHORITY shall be entitled to terminate this Contract under Clause J65 (if:

- a the CONTRACTOR fails to notify the AUTHORITY of a Financial Distress Event in accordance with Paragraph 1.4(b) of this Schedule;
- b the parties fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 2.3 to 2.5 of this Schedule and/or
- c the CONTRACTOR fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 2.6c of this Schedule.

#### **4. PRIMACY OF CREDIT RATINGS**

- 4.1. Without prejudice to the CONTRACTOR's obligations and the AUTHORITY's rights and remedies under Paragraph 3 of this Schedule, if, following the occurrence of a Financial Distress Event pursuant to any of Paragraphs 1.1 to 2.1 of this Schedule, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold then:
- a the CONTRACTOR shall be relieved automatically of its obligations under Paragraphs 2.3 to 2.6 of this Schedule; and
  - b the AUTHORITY shall not be entitled to require the CONTRACTOR to provide financial information in accordance with Paragraph 2.3 of this Schedule.



## SCHEDULE 20

### MANAGEMENT INFORMATION

#### 1 Reporting

- 1.1 The CONTRACTOR shall report on all contractual requirements contained in the contract, including the Key Performance Indicators (and Critical KPIs) in Schedule 4 (Service Levels).

#### 2 Monthly Cost Report

- 2.1 The CONTRACTOR shall provide a "Monthly Cost Report" to the AUTHORITY that shall include the following (as a minimum):

- (a) an executive summary detailing the following:
  - (i) the total of the Charges;
  - (ii) budget transfers as they impact the total of the Charges;
  - (iii) scope changes;
  - (iv) the forecast of total of the Charges; and
  - (v) a commentary on key cost issues, including potential cost adjustments and options resulting from design development and Services delivery reviews;
- (b) a detailed audit and commentary tracking adjustments the forecast of the Charges resulting from any:
  - (i) development of the design;
  - (ii) value-engineering exercises and savings;
  - (iii) development of Services delivery methods;
  - (iv) development of how the Project is organised or delivered;
  - (v) the obtaining of indicative prices or formal market testing; and

- (vi) actual procurement for subcontracted or outsourced elements of the Services;
- (c) a report on variations or changes to the Charges (either agreed with the AUTHORITY via the Variation Process, or those that may be the subject of ongoing discussions);
- (d) a report on the design information received by the CONTRACTOR from the AUTHORITY (and, specifically, where such design information received may, in the opinion of the CONTRACTOR, result in any change to the Charges;
- (e) a commentary on risks and issues and their likely impact on the overall Charges;
- (f) a commentary on any whole-life cost issues relevant to the Services and the AUTHORITY;
- (g) any saving options to allow additional expenditure to be made in alternate areas or to maintain the forecast total within the total of the Charges;
- (h) a commentary on any potential cost implications of any schedule or progress-related issues;
- (i) a progress report on the CONTRACTOR's own procurement activities;
- (j) the current position and extent of the Charges either procured, market-tested or based on cost plan rates with appropriate analysis of data including status by numbers and values of work packages; and
- (k) the Cash Flow Forecast, as detailed in Paragraph 4 of Schedule 11 (Value for Money).
- (l) the Financial Forecast as detailed in Paragraph 5 of this Schedule 11 (Value for Money).

2.2 The format for the Monthly Cost Report shall be agreed between the AUTHORITY and the CONTRACTOR prior to the submission of the first Monthly Cost Report by the CONTRACTOR.

- **Presenting the Cost Report**

2.3 If the Monthly Cost Report cannot be managed within the Management Governance Meeting, then the CONTRACTOR shall produce a separate Monthly Cost Report, which is a Document Deliverable shall be treated as such throughout the periods.

2.4 The CONTRACTOR shall prepare and submit the Monthly Cost Report to the AUTHORITY as follows:

Step 1: Not less than five (5) Working Days, before the Monthly Supplier Review Meeting, the CONTRACTOR shall present to the AUTHORITY a draft of their proposed Monthly Cost Report for that corresponding period.

Step 2: Not less than three (3) Working Days, before the Monthly Supplier Review Meeting, the AUTHORITY's Commercial Manager and the CONTRACTOR's Commercial Manager shall discuss the draft of the Monthly Cost Report, and consider the content of the draft Monthly Cost Report.

Step 3: The AUTHORITY's Commercial Manager and the CONTRACTOR's Commercial Manager will attend the Monthly Supplier Review Meeting and issue the Monthly Cost Report to the Business Area Lead, noting any areas of concern or matters for discussion.

Step 4: Not less than five (5) Working Days, after the Monthly Supplier Review Meeting, the CONTRACTOR shall re-present the updated Monthly Cost Report, incorporating updates agreed between the CONTRACTOR and the AUTHORITY at the Monthly Supplier Review Meeting.

References to 'Monthly Supplier Review Meeting' in this Schedule have the same meaning as the 'Management Governance Group meeting'.

- **Authorising the Monthly Cost Report**

2.5 The Monthly Cost Report will be reviewed and commented on by the AUTHORITY's Commercial Manager, the AUTHORITY Manager and the AUTHORITY Lead.

2.6 The Monthly Cost Report shall be formally Approved by the Business Area Lead at the Monthly Supplier Review Meeting (subject to any changes agreed at the Monthly Supplier Review Meeting).

- **Other Management Information**

2.7 The Contractor shall provide all other Management Information reasonably requested by the AUTHORITY, to include but not be limited to the information detailed in Annex A to this Schedule.



2.8 For the avoidance of doubt, in addition to any other information provided by the CONTRACTOR, information shall be provided which clearly demonstrates in one discrete report the CONTRACTOR's performance against the Critical Key Performance Indicators, Key Performance Indicators and Performance Indicators detailed in Schedule 4 (Service Levels).

**[DN: the contents of the monthly cost report need to align with the Financial Model / Pricing.]**

**MINIMUM REQUIRED MANAGEMENT INFORMATION**

*The Authority requires the following, but not limited to, Management Information to be supplied for the entirety of the supply chain, on a weekly basis unless as identified below (per day):*

<b>MI Type/purpose</b>	<b>Operational Indicator</b>	<b>Per day</b>	<b>Cumulative (to date)</b>	<b>Per Region/Country</b>	<b>Per visit number</b>	<b>Description</b>
Resource	Field Work Study headcount - forecast to be available	Y		Y		
Resource	Field Work Study headcount - available to work	Y		Y		
Resource	Field Work Study headcount - forecast accuracy	Y		Y		Percentage of headcount forecast to be available who were available

<b>MI Type/purpose</b>	<b>Operational Indicator</b>	<b>Per day</b>	<b>Cumulative (to date)</b>	<b>Per Region/Country</b>	<b>Per visit number</b>	<b>Description</b>
Resource	Field Work Study headcount - with visits scheduled	Y		Y		
Resource	Field Work Study headcount - with visits completed	Y		Y		
Resource	Field Work Study headcount - completion rate	Y	Y	Y		Percentage of field staff with visits scheduled that have completed visits)
Progress	Household visits - target	Y		Y	Y	
Progress	Household visits - forecast	Y		Y	Y	

<b>MI Type/purpose</b>	<b>Operational Indicator</b>	<b>Per day</b>	<b>Cumulative (to date)</b>	<b>Per Region/Country</b>	<b>Per visit number</b>	<b>Description</b>
Progress	Household visits - scheduled	Y		Y	Y	
Progress	Household visits - completed	Y	Y	Y	Y	
Progress	Household visits - forecast accuracy	Y		Y	Y	Percentage of forecast visits that have been completed
Progress	Household visits - completion rate	Y	Y	Y	Y	Percentage of scheduled visits that have been completed
Progress	Household visits - to be completed		Y	Y	Y	Household visits of each visit number left to be completed (after discounting those who have dropped out after earlier visits)

<b>MI Type/purpose</b>	<b>Operational Indicator</b>	<b>Per day</b>	<b>Cumulative (to date)</b>	<b>Per Region/Country</b>	<b>Per visit number</b>	<b>Description</b>
Progress	Household visits - success rate	Y	Y	Y	Y	Percentage of target visits completed
Progress	Swab tests - target	Y		Y	Y	
Progress	Swab tests - forecast	Y		Y	Y	
Progress	Swab tests - completed	Y	Y	Y	Y	
Progress	Swab tests - forecast accuracy	Y		Y	Y	Percentage of forecast swab tests that have been completed
Progress	Swab tests - success rate	Y	Y	Y	Y	Percentage of target swab tests completed

<b>MI Type/purpose</b>	<b>Operational Indicator</b>	<b>Per day</b>	<b>Cumulative (to date)</b>	<b>Per Region/Country</b>	<b>Per visit number</b>	<b>Description</b>
Progress	Blood tests - target	Y		Y	Y	
Progress	Blood tests - forecast	Y		Y	Y	
Progress	Blood tests - completed	Y	Y	Y	Y	
Progress	Blood tests - forecast accuracy	Y		Y	Y	Percentage of forecast blood tests that have been completed
Progress	Blood tests - success rate	Y	Y	Y	Y	Percentage of target blood tests completed
Quality	Visits with no consent ticked	Y	Y	Y		
Quality	Visits with barcode typo errors	Y	Y	Y		

<b>MI Type/purpose</b>	<b>Operational Indicator</b>	<b>Per day</b>	<b>Cumulative (to date)</b>	<b>Per Region/Country</b>	<b>Per visit number</b>	<b>Description</b>
Quality	Visits with duplicate barcode entries	Y	Y	Y		
Quality	Visits with barcode visit issues	Y	Y	Y		
Quality	Visits with barcode/no barcode in the future and or the past	Y	Y	Y		
Quality	Visits carried out with multiple first visits created	Y	Y	Y		
Quality	Visits with no emails recorded	Y	Y	Y		
Productivity	Average household visits per field staff	Y	Y			

<b>MI Type/purpose</b>	<b>Operational Indicator</b>	<b>Per day</b>	<b>Cumulative (to date)</b>	<b>Per Region/Country</b>	<b>Per visit number</b>	<b>Description</b>
Productivity	Average swab tests completed per field staff	Y	Y			
Productivity	Average blood tests completed per field staff	Y	Y			
Performance	Compliance with Schedule 22 (Social Value)					
Sample status	Household invitations sent		Y	Y		
Sample status	Household acceptance rate		Y	Y		
Sample status	Households declined		Y	Y		
Sample status	Households accepted - swab - total		Y	Y		



<b>MI Type/purpose</b>	<b>Operational Indicator</b>	<b>Per day</b>	<b>Cumulative (to date)</b>	<b>Per Region/Country</b>	<b>Per visit number</b>	<b>Description</b>
Sample status	Households accepted - swab - 1 visit		Y	Y		
Sample status	Households accepted - swab - 4 visits		Y	Y		
Sample status	Households accepted - blood - total		Y	Y		
Sample status	Households accepted - blood - 1 visit		Y	Y		
Sample status	Households accepted - blood - 4 visits		Y	Y		
Sample status	Households accepted - still in sample		Y	Y	Y	Households accepted and still in sample after each visit number

<b>MI Type/purpose</b>	<b>Operational Indicator</b>	<b>Per day</b>	<b>Cumulative (to date)</b>	<b>Per Region/Country</b>	<b>Per visit number</b>	<b>Description</b>
Sample status	Household drop outs prior to first visit		Y	Y		
Sample status	Household drop outs after visit		y	Y	y	Dropouts after visit 1,2,3 etc
Sample status	Unique households visited		Y	Y	Y	
Sample status	Individual drop outs prior to first visit		Y	Y		
Sample status	Individual drop outs after visit		y	Y	y	Dropouts after visit 1,2,3 etc
Sample status	Individuals accepted - still in sample		Y	Y	Y	Individuals accepted and still in sample after each visit number

<b>MI Type/purpose</b>	<b>Operational Indicator</b>	<b>Per day</b>	<b>Cumulative (to date)</b>	<b>Per Region/Country</b>	<b>Per visit number</b>	<b>Description</b>
Call centre	Total calls - actual	y	y			
Call centre	Total calls - forecast	y	y			
Call centre	Answered calls	y	y			
Call centre	Unanswered calls	y				
Call centre	Proportion of calls answered	y				
Call centre	Call-backs outstanding	Y	y			
Call centre	Call topic analysis		y			
Call centre	Total calls per half hour	y	y			
Call centre	Average call duration	Y	Y			

Management information to be supplied as a consolidated PowerPoint presentation and supporting data upon request.

## **SCHEDULE 21**

### **PROCESSING PERSONAL DATA AND DATA SUBJECTS**

#### **PURPOSE OF THIS SCHEDULE**

This Schedule 21 outlines the procedures for the data flows between the CONTRACTOR and the AUTHORITY for the COVID Infection Survey (CIS) and during the provision of the Services. These requirements are subject to change, including based on discussions with the CONTRACTOR around data infrastructure, design optimisation and questionnaire design developments and those that may result due to changes in the Protocol.

#### **INITIAL SET UP**

The CONTRACTOR must confirm its data exchange contacts (including third parties who process Personal Data on behalf of the CONTRACTOR) with the AUTHORITY before data flows begin.

A full data sharing and data processing agreement will be executed by the CONTRACTOR and the AUTHORITY in the first week of the new contract.

The CONTRACTOR must provide a policy and process for data storage that is approved by the AUTHORITY, includes data archiving.

#### **DATA SECURITY**

All references to 'data' in this Schedule 21 include the AUTHORITY's Data.

Access to data shall be controlled at all times. Access shall only be granted when there is a legitimate business need and the end to end data flow should be traceable. Permission lists must be maintained for Staff accessing sensitive data and the CONTRACTOR should supply the AUTHORITY evidence of their ongoing data access management when requested for audit purposes.

Access to data should be granted through individual user accounts such that actions against the data are attributable to an individual. Whenever Personal Data is transferred over insecure channels encryption shall be used to protect the confidentiality and integrity of the data.

All Parties shall undertake risk assessments for all systems (including CONTRACTOR's Software and the AUTHORITY's Software) processing Personal Data for this use case or an equivalent. The summary of these will be made available to the AUTHORITY on request.

The CONTRACTOR must notify the AUTHORITY within 30 minutes of having first learned (or suspected) of a data breach (including a Data Loss Event or a Breach of Security) relating to the participant data. This includes if the CONTRACTOR suspects or has reason to believe that the data has or may become corrupted, lost or has suffered a data breach.

## **DATA RETENTION**

Electronic data must be de-identified and archived for a period of 15 years after the expiration of this Contract, and paper-based consent forms (where relevant) that have not been securely disposed of should be stored for 5 years before disposal.

## **DATA**

Data should be delivered into the AUTHORITY's SFTP (for example using Move-IT or Amazon Web Services (AWS)) according to AUTHORITY security policies. The AUTHORITY would manage the creation and maintenance of an account to access the system, but the software must be acquired and accessed by the CONTRACTOR.

The Supplier must not transfer or permit the transfer of the data (including the AUTHORITY's Data) to any territory outside the EEA without the prior written consent of the AUTHORITY and the Sponsor.

The CONTRACTOR must be able to deliver complete metadata on all files sent to the AUTHORITY, including versioned data specifications, interface specifications and full code lists. The supplier should also provide a 'Manifest file' for each data transfer. 'Manifest files' provide information on files being transferred, including details of provenance, version, content, and supplier identification details, as per agreed data standard.

All required survey data shall be submitted to The Authority by 11pm on the day following the day the data was collected. Any delays to the schedule must be flagged to named individuals along with a timeline and check in times for rectification of the issue. The CONTRACTOR must conform to an agreed standard of data that is integrated with the AUTHORITY's preferred data transfer mechanisms. This means that the data values, content, labels, and metadata must be consistent.

The following table outlines the data flows that are expected as part of the Contract. The datasets may only be processed, transferred and disclosed as outlined below. The design flow is outlined diagrammatically in Annex 3.

<b><u>Dataset</u></b>	<b><u>Content</u></b>	<b><u>Flow and Frequency</u></b>
A	Non-personal information to be shared between the AUTHORITY and the CONTRACTOR. It will contain address information in isolation from Personal Data (addresses are not associated with Personal Data) and unique identifier. This dataset may be split into components for nation, source and cohort (blood or swab) or request.	Transferred from the AUTHORITY to the CONTRACTOR weekly.
B	Personal Data will be collected by the CONTRACTOR during telephone contact with the participant and during the field operations part of this work. It will comprise of socio-demographic information, contact details, questionnaire responses, a unique reference number and swab and blood barcode number. Transferred from the CONTRACTOR to the AUTHORITY.	Full refresh CSV transferred from the CONTRACTOR to the AUTHORITY daily

	See <b>Annex 1</b> for data standards and <b>Annex 2</b> for the most recent variable specification for Dataset B.	
C	This is a subset of Dataset B and is created by the CONTRACTOR. This contains only a unique identifier and swab/blood identifier is appended to the blood sample.	Transferred from the CONTRACTOR to the AUTHORITY and University of Oxford laboratory daily
D	This is a subset of Dataset B and is created by the CONTRACTOR. This contains only the unique identifier and is appended to the swab test.	Transferred from the CONTRACTOR to the AUTHORITY and Lighthouse Laboratories daily
E	This is created by University of Oxford containing barcodes and results of the blood test.	CSV deltas transferred from the University of Oxford laboratory to the AUTHORITY and the CONTRACTOR daily
F	This is created by Lighthouse Laboratories containing barcodes and results of the swab test.	CSV deltas transferred from Lighthouse Laboratories to the AUTHORITY and the CONTRACTOR daily
G	This is created by the CONTRACTOR and contains Personal Data including contact details, date of birth and test results	XLS/CSV deltas transferred from the CONTRACTOR to Public Health England, Public Health Scotland, Public Health Wales and the Northern Ireland Public Health AUTHORITY
H	A list of alphanumeric codes to be used as a base will be provided by DHSC to be combined by the CONTRACTOR into barcodes for Tests.	Transferred to the CONTRACTOR from DHSC.

## ANNEX 1 – DATA STANDARDS

This annex defines the data standards which apply to the Services. The standards in this Annex have been set out for key fields in the data exchanged between the AUTHORITY and CONTRACTOR.

### ***Participant identifier***

This is a autogenerated number and formatted for display as DHRF/DHR-**{YY}{MM}{DD}{00000}**. For example, in the file the AUTHORITY will receive, the Participant ID will have value in this format: “DHR-**20050211068**”

#### **Data Standard:**

This must be in the agreed format DHRF/ DHRF-0000000000 }.

#### **Data Validation:**

If any first three character are in lower case, convert them to upper case. Additional validation can be applied on the date part of the format. YY should be greater than or equal to 20, MM must be in the range 01 to 12 and DD in the range 01 to 30/31 (valid for the associated month).

### ***Household Identifier***

This is the unique access code (UAC) provided to the CONTRACTOR by the AUTHORITY.

#### **Data Standard:**

This must be 12 numeric characters.

#### **Data Validation:**

This must be a numeric character

If the column holds any value that isn't a 12 digit numeric (including spaces/null), consideration should be given to writing invalid records to a “bad data” dataset so they can be investigated.

### ***Swab barcode or Blood barcode***

This is a unique barcode for a swab or blood test.

#### **Data Standard:**

This must be 11 characters. The first three characters are either ONS, ONW, ONC or ONN dependent on country of collection, followed by '0' and 7 numbers.

#### **Data Validation:**

The first three digits should be uppercase ONS, ONW, ONC or ONN based on country of collection.

### ***Dates and times***

#### **Data Standard:**

- **Dates** should be eight digits with hyphen separators (YYYY-MM-DD)
- **Times** should be four or six digits with colon separators to represent the time in GMT using 24-hour format (HH:MM or HH:MM:SS).
  - There should be no “UTC” or “Z” following the time.
- **DateTime** combines these two elements with a space to separate the date and time component (YYYY-MM-DD HH:MM or YYYY-MM-DD HH:MM:SS).
  - There should be no “UTC” or “Z” following the time.



- Note that this differs from the AUTHORITY DateTime standard, which follows ISO 8601, separating the date and time components with a "T". This is an accepted variation of ISO 8601 as stated here: <https://tools.ietf.org/html/rfc3339>

NOTE: ISO 8601 defines date and time separated by "T".  
Applications using this syntax may choose, for the sake of readability, to specify a full-date and full-time separated by (say) a space character.

Example: 20 minutes past 3 pm on 24<sup>th</sup> of Feb 2010 is: 2010-02-24 15:20:00

#### Data Validation:

If data is not in this format, it should be converted (e.g. by inserting a space between the date and time components, and removing the UTC or Z following the time component).

In addition:

- Year must not be a negative value
- Year must be 4 digits (e.g. 2020 not 20).
- If year is 2 digits, prefix it with the century (20)
- Month should be in the range 01 to 12
- Day should be valid for the associated month
- If data is found to be invalid, consideration should be given to writing invalid records to a "bad data" dataset so they can be investigated.

#### Data Standard:

##### Postcodes

A postcode is a combination of letters and numbers which defines four different levels of a geographic unit. Each postcode consists of two parts, the outward code and the inward code, separated by a single space.

Using NP10 8XG as an example, the outward code is NP10 and the inward code is 8XG, and the postcode is made up of the following elements:

**NP** is the area – there are approximately 124 postcode areas in the UK.

**10** is the district – there are approximately 20 postcode districts in an area.

**8** is the sector – there are approximately 3000 addresses in a sector.

**XG** is the unit (or "postman's walk") – there are approximately 15 addresses per unit.

The following list shows all valid postcode formats. "A" indicates an alphabetic character and "n" indicates a numeric character.

Format	Example
An nAA	M1 1AA
Ann nAA	M60 1NW
AAAn nAA	CR2 6XH
AAAn nAA	DN55 1PT
AnA nAA	W1A 1HQ
AAAn nAA	EC1A 1BB

Note the following:

The letters Q, V and X are not used in the first position

The letters I, J and Z are not used in the second position

The only letters to appear in the third position are A, B, C, D, E, F, G, H, J, K, S, T, U and W.

More information is in the following link:

[https://www.postcodeaddressfile.co.uk/products/postcodes/postcodes\\_explained.htm](https://www.postcodeaddressfile.co.uk/products/postcodes/postcodes_explained.htm)

***Survey question X - Generic Example***

## ANNEX 2 – DATASET B FILE DEFINITION

The following table provides the data fields required as part of Dataset B for a recent version of the COVID Infection Survey questionnaire. Note that the questionnaires are subject to change and must align with the most recent version of the Case Record Form (CRF) on the Oxford University [website](#).

Position	Field Label	Field/question	Data type	Dropdown values
1	ons_household_id	ONS Household ID	Text(80)	
2	Visit_ID	Visit ID	Autonumber	
3	Visit Status	Visit Status	Dropdown	Completed Household did not attend Partially Completed New Withdrawn Dispatched Tester could not attend
4	Type_of_Visit	Type of Visit	Dropdown	First Visit Follow-up Visit
5	Visit_Order	Visit Order	Dropdown	First Visit Follow-up 1 Follow-up 2 Follow-up 3 Follow-up 4 Month 2 Month 3 Month 4 Month 5 Month 6 Month 7 Month 8 Month 9 Month 10 Month 11 Month 12
6	Work_Type_Picklist	Participant Visit Type	Dropdown	Swab Only Blood and Swab Fingerprick and Swab

7	Participant_Visit_status	Status	Dropdown	Completed Participant did not attend New Partially Completed Cancelled Withdrawn
8	Participant_status	Participant status	Dropdown	Active Withdrawn
9	Withdrawal_reason	Withdrawal reason	Dropdown	Moving Location No longer wants to take part No longer convenient Bad experience with tester/survey Swab/blood process distressing Participant does not want to self swab Too many visits
10	Visit_Date_Time	Visit Date/Time	Date/Time	
11	Street	Street	Text(160)	
12	City	City	Text(80)	
13	County	County	Text(80)	
14	Postcode	Postcode	Text(80)	
15	Cohort	Phase	Text (80)	
16	Current_Cohort	Current cohort	Text (80)	Blood and Swab Swab Finger prick and Swab
17	Fingerprick_Status	Status of finger prick invite	Text (80)	Not Invited Invited Accepted No-one Consented At least one person consented Declined

18	Fingerprick_Status_Participant	Fingerprick status	Text (80)	Not Invited Invited Accepted Consented Declined
20	Household_Members_Under_2_Years	Any Household Members Under 2 Years	Dropdown	Yes No
21	Infant_1	Infant 1 age in Months	Number(2,0)	
22	Infant_2	Infant 2 age in Months	Number(2,0)	
23	Infant_3	Infant 3 age in Months	Number(2,0)	
24	Infant_4	Infant 4 age in Months	Number(2,0)	
25	Infant_5	Infant 5 age in Months	Number(2,0)	
26	Infant_6	Infant 6 age in Months	Number(2,0)	
27	Infant_7	Infant 7 age in Months	Number(2,0)	
28	Infant_8	Infant 8 age in Months	Number(2,0)	
29	Household_Members_Over_2_and_Not_Present	Any Household Members Over 2 Not Present	Dropdown	Yes No
30	Person_1	Person 1 age in Years	Number(2,0)	
31	Person_2	Person 2 age in Years	Number(2,0)	
32	Person_3	Person 3 age in Years	Number(2,0)	
33	Person_4	Person 4 age in Years	Number(2,0)	
34	Person_5	Person 5 age in Years	Number(2,0)	
35	Person_6	Person 6 age in Years	Number(2,0)	
36	Person_7	Person 7 age in Years	Number(2,0)	
37	Person_8	Person 8 age in Years	Number(2,0)	
38	Person_1_Not_Consenting_Age	Person 1 Not Consenting (Age in Years)	Number(3,0)	
39	Person1_Reason_for_Not_Consenting	Reason for Not Consenting (Person 1)	Text Area(255)	
40	Person_2_Not_Consenting_Age	Person 2 Not Consenting (Age in Years)	Number(3,0)	
41	Person2_Reason_for_Not_Consenting	Reason for Not Consenting (Person 2)	Text Area(255)	
42	Person_3_Not_Consenting_Age	Person 3 Not Consenting (Age in Years)	Number(3,0)	
43	Person3_Reason_for_Not_Consenting	Reason for Not Consenting (Person 3)	Text Area(255)	
44	Person_4_Not_Consenting_Age	Person 4 Not Consenting (Age in Years)	Number(3,0)	

45	Person4_Reason_for_Not_Consenting	Reason for Not Consenting (Person 4)	Text Area(255)	
46	Person_5_Not_Consenting_Age	Person 5 Not Consenting (Age in Years)	Number(3,0)	
47	Person5_Reason_for_Not_Consenting	Reason for Not Consenting (Person 5)	Text Area(255)	
48	Person_6_Not_Consenting_Age	Person 6 Not Consenting (Age in Years)	Number(3,0)	
49	Person6_Reason_for_Not_Consenting	Reason for Not Consenting (Person 6)	Text Area(255)	
50	Person_7_Not_Consenting_Age	Person 7 Not Consenting (Age in Years)	Number(3,0)	
51	Person7_Reason_for_Not_Consenting	Reason for Not Consenting (Person 7)	Text Area(255)	
52	Person_8_Not_Consenting_Age	Person 8 Not Consenting (Age in Years)	Number(3,0)	
53	Person8_Reason_for_Not_Consenting	Reason for Not Consenting (Person 8)	Text Area(255)	
54	Person_9_Not_Consenting_Age	Person 9 Not Consenting (Age in Years)	Number(3,0)	
55	Person9_Reason_for_Not_Consenting	Reason for Not Consenting (Person 9)	Text Area(255)	
56	Participant_id	Participant ID	Autonumber	
57	Title	Title	Text	
58	First_Name	First Name	Text	
59	Middle_Name	Middle name	Text	
60	Last_Name	Last Name	Text	
61	DoB	DoB	Date	
62	Email	Email	Email	
63	Have_landline_number	Have landline number	Dropdown	Yes No
64	Have_mobile_number	Have mobile number	Dropdown	Yes No
65	Have_email_address	Have email address	Dropdown	Yes No
66	Prefer_receive_vouchers	Prefer receive vouchers	Dropdown	Email Paper(post)
67	Confirm_receive_vouchers	Confirm receive vouchers	Tick box	
68	No_Email_address	No Email Address	Checkbox	
69	Able_to_take_blood	For Study Worker only; Are you able to take blood?	Dropdown	Yes No
70	No_Blood_reason_fingerprick	Please enter the reason why you are unable to take finger prick blood	Dropdown	

71	No_Blood_reason_venous	Please enter the reason why you are unable to take venous blood	Dropdown	
72	bloods_barcode_1	Bloods Barcode 1	Text(80)	
73	Swab_Barcode_1	Swab Barcode 1	Text(80)	
74	Date_Time_Samples_Taken	Date/Time Samples Taken	Date/Time	
75	Sex	What is your sex?	Dropdown	Male Female
76	Gender	Gender	Dropdown	Male Female Prefer not to say
77	Ethnic_group	Ethnic group	Dropdown	White Mixed/Multiple Ethnic Groups Asian or Asian British Black African, Caribbean or Black British Other Ethnic Group
78	Ethnicity	What is your ethnic group?	Dropdown	English, Welsh, Scottish, Northern Irish or British Irish Gypsy or Irish Traveller Any other white White and black Caribbean White and Black African White and Asian Any other mixed/multiple background Indian Pakistani Bangladeshi Chinese

				Any other Asian background African Caribbean Any other Black, African, Caribbean or Black British Any other ethnic group Arab
79	Ethnicity_Other	Other Ethnicity please specify	Text (80)	
80	Consent_to_First_Visit	Consent to First Visit	Checkbox	
81	Consent_to_Five_Visits	Consent to Five Visits	Checkbox	
82	Consent_to_April_22	Consent to April 22	Checkbox	
83	Consent_to_Sixteen_Visits	Consent to Sixteen Visits	Checkbox	
84	Consent_to_Blood_Test	Consent to Blood Samples	Checkbox	
85	Consent_to_Finger_prick_A1_A3	Consent to Finger prick	Yes/No	
86	Consent_to_extend_study_under_16_B1_B3	Consent to extend study under 16	Yes/No	
87	Consent_to_be_Contacted_Extra_Research	Consent to be Contacted -Extra Research	Checkbox	
88	Consent_to_be_Contacted_Extra_Research YN	Consent to be Contacted -Extra Research YN	Dropdown	Yes No
89	Consent_to_use_of_Surplus_Blood_Samples	Consent to use of Surplus Blood Samples	Checkbox	
90	Consent_to_use_of_Surplus_Blood_SamplesYN	Consent to use of Surplus Blood Samples YN	Dropdown	Yes No
91	Approached_for_blood_samples?	Approached for blood samples	Dropdown	Yes No
92	Consent_to_blood_samples_if_positive	Consent to blood samples if positive	Checkbox	
93	Consent_to_blood_samples_if_positiveYN	Consent to blood samples if positive YN	Dropdown	Yes No
94	Consent_to_fingerprick_blood_samples	Consent to fingerprick blood samples	Checkbox	True/False
95	Accepted_invite_to_fingerprick	Accepted invite to fingerprick	Dropdown	Yes No
96	Re_consented_for_blood	Re consented for blood	Checkbox	
97	What_is_the_title_of_your_main_job	What is the title of your main job?	Text(200)	



98	What_do_you_do_in_your_main_job_business	What do you do in your main job/business	Long Area(32768) Text	
99	Occupations_sectors_do_you_work_in	Occupations/sectors do you work in?	Dropdown	NA(Not currently working) Teaching and education Health and social care Transport (incl. storage, logistic) Retail sector (incl. wholesale) Hospitality (e.g. hotel, restaurant) Food production, agriculture, farming Personal services (e.g. hairdressers) Information technology and communication Financial services incl. insurance Manufacturing or construction Civil service or Local Government Armed forces Arts, entertainment or recreation Other occupation sector
100	occupation_sector_other	If other, please specify	Text(200)	
101	Work_in_a_nursing_residential_care_home	Work in a nursing/residential care home?	Dropdown	Yes No
102	Do_you_currently_work_in_healthcare	Do you currently work in healthcare?	Dropdown	Yes, in primary care, e.g. GP, dentist Yes, in secondary care, e.g. hospital

				Yes, in other healthcare settings, e.g. mental health No
103	Direct_contact_patients_clients_resid	Direct contact patients/clients/resid?	Dropdown	Yes No
104	Have_physical_mental_health_or_illnesses	Have physical/mental health or illnesses	Dropdown	Yes No
105	physical_mental_health_or_illness_reduces_activity_ability	Do they reduce your activity ability?	Dropdown	Yes, a lot Yes, a little Not at all
106	Have_you_ever_smoked_regularly	Have you ever smoked regularly?	Dropdown	Yes No
107	Do_you_currently_smoke_or_vape	Do you currently smoke or vape?	Multi-select Picklist	Yes, cigarettes Yes, cigar Yes, pipe Yes, vape/e-cigarettes Hookah_shisha pipes No
108	Do_you_currently_smoke_or_vape_at_all	Do you currently smoke or vape at all	Dropdown	Yes/No
109	Smoke_Yes_cigarettes	Smoke - Yes, cigarettes	Formula	Yes No
110	Smoke_Yes_cigar	Smoke - Yes, cigar	Formula	Yes No
111	Smoke_Yes_pipe	Smoke - Yes, pipe	Formula	Yes No
112	Smoke_Yes_vape_e_cigarettes	Smoke - Yes, vape/e-cigarettes	Formula	Yes No
113	Smoke_No	Smoke - No	Formula	Yes No
114	Smoke_Hookah_shisha_pipes	Smoke Hookah shisha pipes	Formula	

115	What_is_your_current_working_status	What is your current working status?	Dropdown	Employed and currently working Employed and currently not working Self-employed and currently working Self-employed and currently not working Looking for paid work and able to start Not working and not looking for work Retired Child under 5y not attending child care Child under 5y attending child care 5y and older in full-time education
116	Paid_employment	Paid employment	Dropdown	Yes No

117	Main_Job_Changed	Main_Job_Changed	Dropdown	As per CRF
118	Where_are_you_mainly_working_now	Where are you mainly working now?	Dropdown	Working from home Working somewhere else (not your home) Both (from home and somewhere else) Not applicable, not currently working
119	How_often_do_you_work_elsewhere	How often do you work elsewhere?	Dropdown	0 up to 1 1 2 3 4 5 6 7 N/A (not working/in education etc)
120	Can_you_socially_distance_at_work	Can you socially distance at work?	Dropdown	Easy to maintain 2m Relatively easy to maintain 2m Difficult to maintain 2m, but can be 1m Very difficult to be more than 1m away N/A (not working/in education etc)

121	How_do_you_get_to_and_from_work_school	How do you get to and from work/school?	Dropdown	Underground, metro, light rail, tram Train Bus, minibus, coach Motorbike, scooter or mope Car or van Taxi/minicab Bicycle On foot Other method N/A (not working/in education etc)
122	Had_symptoms_in_the_last_7_days	Had symptoms in the last 7 days?	Dropdown	Yes No
123	Which_symptoms_in_the_last_7_days	Which symptoms in the last 7 days?	Multi-select Picklist	
124	Date_of_first_symptom_onset	Date of first symptom onset	Date	
125	Symptoms_7_Fever	Symptoms_7_Fever	Formula	
126	Symptoms_7_Muscle_ache_myalgia	Symptoms_7_Muscle_ache_myalgia	Formula	
127	Symptoms_7_Fatigue_weakness	Symptoms_7_Fatigue (weakness)	Formula	
128	Symptoms_7_Sore_throat	Symptoms_7_Sore_throat	Formula	
129	Symptoms_7_Cough	Symptoms_7_Cough	Formula	
130	Symptoms_7_Shortness_of_breath	Symptoms_7_Shortness_of_breath	Formula	
131	Symptoms_7_Headache	Symptoms_7_Headache	Formula	
132	Symptoms_7_Nausea_vomiting	Symptoms_7_Nausea_vomiting	Formula	
133	Symptoms_7_Abdominal_pain	Symptoms_7_Abdominal_pain	Formula	
134	Symptoms_7_Diarrhoea	Symptoms_7_Diarrhoea	Formula	
135	Symptoms_7_Loss_of_taste	Symptoms_7_Loss_of_taste	Formula	
136	Symptoms_7_Loss_of_smell	Symptoms_7_Loss_of_smell	Formula	
137	Are_you_self_Isolating_S2	Are you Self Isolating?	Dropdown	No Yes, you have/have had symptoms Yes, someone you live with had symptoms

				Yes, for other reasons (e.g. going into hospital, quarantining)
138	Do_you_think_you_have_Covid_Symptoms	Do you think you have Covid Symptoms?	Dropdown	Yes No
139	Contact_Known_Positive_COVID19_28_days	Contact Known Positive COVID19 < 28 days	Dropdown	Yes No
140	If_Known_last_contact_date	If Known; Last contact date	Date	
141	If_Known_type_of_contact_S2	If Known; Type of contact	Dropdown	Living in your own home Outside your home
142	Contact_Suspect_Positive_COVID19_28_d	Contact Suspect Positive COVID19 < 28 d	Dropdown	Yes No
143	If_suspect_last_contact_date	If Suspect; Last contact date	Date	
144	If_suspect_type_of_contact_S2	If Suspect; Type of contact	Dropdown	Living in your own home Outside your home
145	You_been_Hospital_last_28_days	In the last 28 days, have you been inside a hospital for any reason (e.g. for work, for a consultation or treatment, to visit someone, to take someone else)?	Dropdown	Yes No
146	OtherHouse_been_Hospital_last_28_days	In the last 28 days, has anyone that you usually live with been inside a hospital at all for any reason (e.g. for work, for consultation or treatment, to visit someone, to take someone else)?	Dropdown	Yes No
147	Your_been_in_Care_Home_last_28_days	In the last 28 days, have you been inside a care/residential home for any reason (e.g. for work, to visit someone, to take someone else)?	Dropdown	Yes No
148	OtherHouse_been_in_Care_Home_last_28_days	In the last 28 days, has anyone that you usually live with been inside a care/residential home at all (e.g. for work, to visit someone, to take someone else)?	Dropdown	Yes No

149	Household_been_Hospital_last_28_days	Household been Hospital last 28 days	Dropdown	Yes, I have No, someone else in my household has No, no one in my household has
150	Household_been_in_Care_Home_last_28_days	Household been in Care home last 28 days	Dropdown	Yes, I have No, someone else in my household has No, no one in my household has
151	Hours_a_day_with_someone_else	In the last 7 days, how many hours a day on average have you spent within 2m of someone else in your home, including sleeping?	Number	Number
152	Physical_Contact_18yrs	Physical Contact <18yrs	Dropdown	0 1-5 6-10 11-20 21 or more
153	Physical_Contact_18_to_69_yrs	Physical Contact 18 to 69 yrs	Dropdown	0 1-5 6-10 11-20 21 or more
154	Physical_Contact_70_yrs	Physical Contact > 70 yrs	Dropdown	0 1-5 6-10 11-20 21 or more
155	Social_Distance_Contact_18yrs	Social Distance Contact <18yrs	Dropdown	0 1-5 6-10 11-20 21 or more
156	Social_Distance_Contact_18_to_69_yrs	Social Distance Contact 18 to 69 yrs	Dropdown	0 1-5 6-10 11-20 21 or more

157	Social_Distance_Contact_70_yrs	Social Distance Contact > 70 yrs	Dropdown	0 1-5 6-10 11-20 21 or more
158	1Hour_or_Longer_another_person_home	. In the last 7 days, how many times have you spent one hour or longer inside the buildings of another person's home?	Dropdown	None 1 2 3 4 5 6 7 times or more
159	1Hour_or_Longer_another_person_yourhome	In the last 7 days, how many times has someone who doesn't live with you spent one hour or longer inside the buildings of your home?	Dropdown	None 1 2 3 4 5 6 7 times or more
160	Times_Outside_Home_For_Shopping	In the last 7 days, how many times have you been outside of your home for shopping or socialising (including visiting restaurants etc)?	Dropdown	None 1 2 3 4 5 6 7 times or more
161	Face_Covering_or_Mask_outside_of_home	Face Covering or Mask outside of home	Dropdown	No Yes, at work/school only Yes, in other situations only Yes, usually both Work/school/other My face is already covered



162	Face_Mask_Work_Place	Do you wear any kind of face covering or mask when you are at work/your place of education, because of COVID19?	Dropdown	Not going to place of work or education Yes, always Yes, sometimes Never My face is already covered for other reasons (e.g. religious or cultural reasons)
163	Face_Mask_Other_Enclosed_Places	Do you wear any kind of face covering or mask when you are in other enclosed public spaces, such as shops, or using public transport, because of COVID-19?	Dropdown	Not going to other enclosed public spaces or using public transport Yes, always Yes, sometimes Never My face is already covered for other reasons (e.g. religious or cultural reasons)
164	Do_you_think_you_have_had_Covid_19	Do you think you have had Covid 19?	Dropdown	Yes No
165	think_had_covid_19_any_symptoms	If Yes; Did you have Symptoms	Dropdown	Yes No
166	think_had_covid_19_which_symptoms	Which symptoms did you have?	Multi-select Picklist	Fever Muscle ache (myalgia) Fatigue (weakness/tiredness) Sore throat Cough Shortness of breath Headache Nausea/vomiting Abdominal pain Diarrhoea Loss of taste Loss of smell

167	Previous_Symptoms_Fever	Previous Symptoms-Fever	Formula	
168	Previous_Symptoms_Muscle_ache_myalgia	Previous Symptoms-Muscle ache (myalgia)	Formula	
169	Previous_Symptoms_Fatigue_weakness	Previous Symptoms-Fatigue (weakness)	Formula	
170	Previous_Symptoms_Sore_throat	Previous Symptoms-Sore throat	Formula	
171	Previous_Symptoms_Cough	Previous Symptoms-Cough	Formula	
172	Previous_Symptoms_Shortness_of_breath	Previous Symptoms-Shortness of breath	Formula	
173	Previous_Symptoms_Headache	Previous Symptoms-Headache	Formula	
174	Previous_Symptoms_Nausea_vomiting	Previous Symptoms-Nausea/vomiting	Formula	
175	Previous_Symptoms_Abdominal_pain	Previous Symptoms-Abdominal pain	Formula	
176	Previous_Symptoms_Diarrhoea	Previous Symptoms-Diarrhoea	Formula	
177	Previous_Symptoms_Loss_of_taste	Previous Symptoms-Loss of taste	Formula	
178	Previous_Symptoms_Loss_of_smell	Previous Symptoms-Loss of smell	Formula	
179	If_yes_Date_of_first_symptoms	If Yes; Date of first symptoms	Date	
180	Did_you_contact_NHS	Did you contact NHS?	Dropdown	Yes No
181	Were_you_admitted_to_hospital	Were you admitted to hospital?	Dropdown	Yes No
182	Have_you_had_a_swab_test	Have you had a swab test?	Dropdown	Yes No
183	If_Yes_What_was_result	If Yes; What was result?	Dropdown	One or more positive test(s) Any tests negative, but none positive All Tests failed Waiting for all results
184	If_positive_Date_of_1st_ve_test	If positive; Date of 1st +ve test	Date	
185	If_all_negative_Date_last_test	If all negative; Date last test	Date	
186	Have_you_had_a_blood_test_for_Covid	Have you had a blood test for Covid?	Dropdown	Yes No
187	What_was_the_result_of_the_blood_test	What was the result of the blood test?	Dropdown	One or more positive test(s) Any tests negative, but none positive All Tests failed Waiting for all results

188	Where_was_the_test_done	Where was the test done?	Dropdown	In the NHS (e.g. GP, hospital) Private lab Home test
189	If_ve_Blood_Date_of_1st_ve_test	If +ve Blood; Date of 1st +ve test	Dropdown	
190	Have_Long_Covid_Symptoms	Would you describe yourself as having "long COVID", that is, you are still experiencing symptoms more than 4 weeks after you first had COVID-19, that are not explained by something else?	Dropdown	Yes No
191	Long_Covid_Reduce_Activities	Does this reduce your ability to carry-out day-to-day activities compared with the time before you had COVID-19?	Dropdown	Yes, a lot Yes, a little Not at all
192	Long_Covid_Symptoms	Have you had any of the following symptoms as part of your experience of long COVID?	Multi-Select	As below
193	Long_Covid_Fever	Fever	Formula	Yes No
194	Long_Covid_Weakness_tiredness	Weakness/tiredness	Formula	Yes No
195	Long_Covid_Diarrhoea	Diarrhoea	Formula	Yes No
196	Long_Covid_Loss_of_smell	Loss of smell	Formula	Yes No
197	Long_Covid_Shortness_of_breath	Shortness of breath	Formula	Yes No
198	Long_Covid_Vertigo_dizziness	Vertigo/dizziness	Formula	Yes No
199	Long_Covid_Trouble_sleeping	Trouble sleeping	Formula	Yes No
200	Long_Covid_Headache	Headache	Formula	Yes No
201	Long_Covid_Nausea_vomiting	Nausea/vomiting	Formula	Yes No
202	Long_Covid_Loss_of_appetite	Loss of appetite	Formula	Yes No
203	Long_Covid_Sore_throat	Sore throat	Formula	Yes No
204	Long_Covid_Chest_pain	Chest pain	Formula	Yes No

205	Long_Covid_Worry_anxiety	Worry/anxiety	Formula	Yes No
206	Long_Covid_Memory_loss_or_confusion	Memory loss or confusion	Formula	Yes No
207	Long_Covid_Muscle_ache	Muscle ache	Formula	Yes No
208	Long_Covid_Abdominal_pain	Abdominal pain	Formula	Yes No
209	Long_Covid_Loss_of_taste	Loss of taste	Formula	Yes No
210	Long_Covid_Cough	Cough	Formula	Yes No
211	Long_Covid_Palpitations	Palpitations	Formula	Yes No
212	Long_Covid_Low_mood_not_enjoying_anything	Low mood/not enjoying anything	Formula	Yes No
213	Long_Covid_Difficultly_concentrating	Difficultly concentrating	Formula	Yes No
214	Have_you_been_offered_a_vaccination	Have you been offered a vaccination	Dropdown	Yes No
215	If_all_ve_blood_Date_last_ve_test	If all -ve blood; Date last -ve test	Dropdown	
216	Have_you_been_outside_UK_since_April	Have you been outside UK since April?	Dropdown	Yes No
217	been_outside_uk_last_country	If yes; Country (last)	Text	
218	Have_you_been_outside_UK_Lastspoke	Have you been outside UK since Last spoke	Dropdown	
219	been_outside_uk_last_date	If yes; Date last outside UK	Date	
220	Vaccinated_Against_Covid	Have you been vaccinated against COVID	Dropdown	Yes No
221	Type_Of_Vaccination	Type Of Vaccination	Dropdown	Don't know type Pfizer/BioNTech Moderna Oxford/AstraZeneca Janssen\Johnson&Johnson Novavax Sinovax From a research study/trial

				Other, specify
222	Vaccination_Other	Vaccination Other	Text	
223	Number_Of_Doses	Number Of Doses	Dropdown	1 2 3 or more
224	Date_Of_Vaccination	Date of vaccination	Date	

## SCHEDULE 22

### SOCIAL VALUE

In March 2012 the Public Services (Social Value) Act 2012 became law. The Act requires all public sector bodies, to consider Social Value within their procurement processes and in turn to measure the benefits that they and their suppliers are delivering to the communities where they are working.

Delivering Social Value is at the heart of everything that the public sector does and is fundamentally about achieving best value.

Social Value is one way of driving innovation through procurement by encouraging employment opportunities, developing skills and improving environmental sustainability. The public sector must maximise Social Value effectively and comprehensively through its procurement and should account for Social Value in the evaluation criteria. This will help to contribute towards a level playing field for the UK's small businesses, voluntary and community sector organisations and social enterprises – they are often closest to our communities and can be well placed to deliver Social Value through the Contract. However, this doesn't simply mean the best price, but rather value should be seen in a wider context of achieving greater economic, social and environmental benefits for the local community.

#### **Theme 1: COVID-19 recovery**

##### **Policy Outcome: Help local communities to manage and recover from the impact of COVID-19** **Why is this a priority?**

The COVID-19 pandemic has exacerbated existing economic and social challenges, and created many new ones. Social value provides additional benefits which can aid the recovery of local communities and economies, especially through employment, re-training and return to work opportunities, community support, developing new ways of working and supporting the health of those affected by the virus. Government will monitor delivery of a number of related outputs to assess the effect of these commercial interventions.

United Nations Sustainable Development Goals this policy supports Goal 1: No poverty, Goal 2: Zero Hunger, Goal 3: Good health and well-being, Goal 4: Quality education, Goal 5: Gender equality, Goal 8: Decent work and economic growth, Goal 9: Industry, innovation and infrastructure, Goal 10: Reduced inequalities, Goal 11: Sustainable cities and communities, Goal 12: Responsible consumption and production, Goal 16: Peace, justice and strong institutions, Goal 17: Partnership for the goals

This Policy Outcome and its related Model Award Criteria and Reporting Metrics are potentially relevant and proportionate to the subject matter of the contract when:

- the contract involves the recruitment, re-training and other return to work opportunities for those left unemployed by COVID-19, as part of a contract workforce.
- the contract relates to a sector where there are high levels of unemployment as a result of COVID-19, and/or there are skills gaps, particularly in high growth sectors, which are relevant to the contract.
- the contract involves engagement, or provides opportunities for engagement, with people and communities recovering from the impacts of COVID-19, which are relevant to the contract.
- the contract offers opportunities to support organisations and businesses to manage and recover from the impacts of COVID-19, including where new ways of working are needed to deliver services, which are relevant to the contract.
- the ability to support the physical and mental health of people affected by COVID-19, including reducing the demand on health and care services, is relevant to the contract.
- workplace conditions that better support the COVID-19 recovery effort, including effective social distancing, remote working, and sustainable travel solutions, are relevant to the contract.

## **Menu of Model Award Criteria (MAC)**

Effective measures to deliver any/all of the following benefits through the contract:

- MAC 1.1: Creation of employment, re-training and other return to work opportunities for those left unemployed by COVID-19, particularly new opportunities in high growth sectors.

## **Model Response Guidance for tenderers and evaluators**

The award criteria (within the ITT) and sub-criteria (shown below) will be used to evaluate the response: Activities that demonstrate and describe the tenderer's existing or planned:

- Understanding of the employment, skills, re-training and other return to work issues in the sector, as a consequence of COVID-19. Illustrative examples: demographics, skills shortages, new opportunities in high growth sectors, groups under-represented in the workforce (e.g. prison leavers, disabled people), geographic/local community and skills/employment challenges.
- Development and implementation of recruitment practices and employment conditions, such as the five foundational principles of quality work set out in the Good Work Plan (e.g. fair pay, participation and progression, voice and autonomy), in relation to the contract that will attract good candidates from all backgrounds, minimise turnover of staff and improve productivity.
- Creation of employment opportunities particularly for those who face barriers to employment, such as prison leavers, and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.
- Support to the contract workforce by providing career advice. Illustrative examples: mentoring, mock interviews, CV advice and careers guidance.
- Offer of opportunities for work experience or similar activities under the contract. Illustrative examples: work placements, pre-employment courses, paid/unpaid student placements, or paid internships of 6 weeks or more.
- Support for educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.
- Delivery of training schemes and programmes to address any identified skills gaps and under-representation in the workforce for the contract (e.g. prison leavers, disabled people).
- Other activities to support relevant sector related skills growth and sustainability such as delivering the following, in relation to the contract. Illustrative examples: careers talks, curriculum support, literacy support and safety talks.
- Delivery of apprenticeships, traineeships and T Level industry placement opportunities (Level 2, 3, and 4+) in relation to the contract.
- Measures to ensure equality and accessibility, without discrimination, to employment and workforce related opportunities on the contract, and promote them so as to be fully accessible."

## **Theme 4: Equal opportunity**

### **Policy Outcome: Tackle workforce inequality**

#### **Why is this a priority?**

Government is committed to tackling inequality and giving everyone across the country the opportunity to fulfil their potential. The Good Work Plan affirms government's ambition that all work should be fair and decent, and that everyone, regardless of where they live in the UK or which sector they work in, should be able to benefit from high quality jobs.

Furthermore, government is committed to tackling the scourge of modern slavery and has set out guidance on how departments must take action to ensure modern slavery risks are identified and managed effectively in government supply chains (see Procurement Policy Note 05/19 Tackling modern slavery in government supply chains).

The benefits that can be driven through social value can be a vital component in advancing equality, creating training and better employment opportunities, and combatting modern slavery. The Reporting Metrics under this policy outcome have been developed to focus on these outcomes.

## **United Nations Sustainable Development Goals this policy supports**

Goal 1: No poverty, Goal 3: Good health and wellbeing, Goal 5: Gender equality, Goal 8: Decent work and economic growth, Goal 10: Reduced inequalities, Goal 16: Peace, justice and strong institutions

## **This Policy Outcome and its related Model Award Criteria and Reporting Metrics are potentially relevant and proportionate to the subject matter of the contract when:**

- it is likely that there will be training, employment, skills and pay inequality in the contract workforce, or a lack of in-work progression to help people in the contract workforce, to move into higher paid work by developing new skills relevant to the contract.
- there are opportunities to tackle training, employment, skills and pay inequality in the contract workforce, or to support in-work progression to help people in the contract workforce to move into higher paid work by developing new skills relevant to the contract.
- vulnerability to modern slavery threats is a consideration in the contract supply chain for matters relating to the delivery of the contract (this is likely to be the case where the contract relates to particular sectors or the workforce is in particular countries which indicate higher modern slavery risks).

### **To note**

It is a legal requirement for companies with 250 employees or more to publish their annual gender pay data on-line (see here for further information).

### **Menu of Model Award Criteria (MAC)**

Effective measures to deliver any/all of the following benefits through the contract:

- MAC 6.1: Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.

### **Model Response Guidance for tenderers and evaluators**

The award criteria (within the ITT) and sub-criteria (shown below) will be used to evaluate the response: Activities that demonstrate and describe the tenderer's existing or planned:

- Understanding of the issues affecting inequality in employment, skills and pay in the market, industry or sector relevant to the contract, and in the tenderer's own organisation and those of its key sub-contractors.
- Measures to tackle inequality in employment, skills and pay in the contract workforce. Illustrative examples:
  - Inclusive and accessible recruitment practices, and retention-focussed activities.
  - Offering a range of quality opportunities with routes of progression if appropriate, e.g. T Level industry placements, students supported into higher level apprenticeships.
  - Working conditions which promote an inclusive working environment and promote retention and progression.
  - Demonstrating how working conditions promote an inclusive working environment and promote retention and progression.
  - A time-bound action plan informed by monitoring to ensure employers have a workforce that proportionately reflects the diversity of the communities in which they operate, at every level.
  - Including multiple women, or others with protected characteristics, in shortlists for recruitment and promotions.
  - Using skill-based assessment tasks in recruitment.
  - Using structured interviews for recruitment and promotions.
  - Introducing transparency to promotion, pay and reward processes.
  - Positive action schemes in place to address under-representation in certain pay grades.
  - Jobs at all levels open to flexible working from day one for all workers.
  - Collection and publication of retention rates, e.g. for pregnant women and new mothers, or for others with protected characteristics.
  - Regular equal pay audits conducted.



## SCHEDULE 23

### SECURITY AND INFORMATION ASSURANCE

#### 1. Introduction

1.1. This Schedule provides details of the AUTHORITY's approach to security together with the contractual compliance requirements for the CONTRACTOR, its Staff and Sub-Contractors". The approach requires

that the CONTRACTOR:

1.1.1. develop and implement an Information Security Management System (ISMS) and Security Management Plan (SMP) to cover the Services provided to the AUTHORITY under the Contract;

1.1.2. provide specific Staff security to cover the Services provided to the AUTHORITY under the Contract;

1.1.3. provide technical security for CONTRACTOR IT infrastructure, applications and mobile devices to cover the Services provided to the AUTHORITY under the Contract

1.1.4. provide specific physical security for locations controlled by the CONTRACTOR to cover the Services provided to the AUTHORITY under the Contract;

1.1.5 provide specific technical, personal and business process security for the processing, storage and access to AUTHORITY information controlled by the CONTRACTOR to cover the Services provided to the AUTHORITY under the Contract; and

1.1.6. Comply with all aspects of Data Protection legislation.

1.2. As a Government organisation, the AUTHORITY is committed to implementing Government policy related to security where this is applicable to the Services provided by the CONTRACTOR. The

AUTHORITY's security requirements for the contract will be set out in this Contract.

1.3. AUTHORITY information provided to the CONTRACTOR under the Services, whether in paper or electronic form, shall be classified as OFFICIAL. Additionally, the AUTHORITY will identify to the CONTRACTOR certain sensitive information as OFFICIAL SENSITIVE which shall require additional security protection.

## 2. Security Management

2.1. The AUTHORITY and the CONTRACTOR acknowledge that the purpose of the Information Security Management System (ISMS) and Security Management Plan (SMP) is to ensure a good organisational approach to security under which the specific requirements of the Contract will be met.

2.2. The AUTHORITY's Security Representative and the CONTRACTOR's Security Representative are included as Key Personnel under Schedule 10 of this Contract and the provisions of Clause C16 (Key Personnel) shall apply in relation to such persons. A reasonable level of access to these Staff for the purposes of designing, implementing and managing security will be made available.

2.3. The CONTRACTOR shall use as a minimum Good Industry Practice in the day-to-day operation of any system holding, transferring or processing AUTHORITY Data and any system that could directly or indirectly have an impact on that information, and shall ensure that AUTHORITY Data remains under the effective control of the CONTRACTOR at all times. This shall also apply to the CONTRACTOR's Sub-contractors or Affiliates.

### 3. Security Information Management System (ISMS)

3.1. The CONTRACTOR shall provide an ISMS that ensures that the secure reception, processing, storage and dissemination of AUTHORITY information is within controlled physical and electronic environments. This ISMS shall meet the requirements of ISO/IEC 27001:2013.

3.2. Within 45 Working Days of Contract commencement, the CONTRACTOR shall develop and submit to the AUTHORITY, for the AUTHORITYs Approval, an ISMS for the purposes of this Contract, which shall comply with the requirements of this Section.

3.3. In accordance with ISO/IEC 27001:2013, the ISMS shall cover the following security areas related to the Services:

3.3.1. Information security policies;

3.3.2. Organisation of information security;

3.3.3. Human resource security;

3.3.4. Asset management;

3.3.5. Access control;

3.3.6. Cryptography;

3.3.7. Physical and environmental security;

3.3.8. Operations security;

3.3.9. Communications security;

3.3.10. System acquisition, development and maintenance;

3.3.11. Supplier relationships;

3.3.12. Information security incident management;

3.3.13. Information security aspects of business continuity management and disaster recovery;

and

3.3.14. Compliance.

3.4. Additional requirements for Staff security, physical security, data protection and managing

OFFICIAL SENSITIVE AUTHORITY Data are specified in this Section.

3.5. The ISMS shall also:

3.5.1. be developed to protect all aspects of the Services and all processes associated with the provision of the Services, including the CONTRACTOR Premises, support Sites, any ICT, information and data;

3.5.2. meet the relevant standards in ISO/IEC 27001 (Information Security Management) and ISO/IEC27002 (Information Technology – Security Techniques); and

3.5.3. be supported by appropriate security standards, guidance and policies applicable to the Services provided to the AUTHORITY.

3.6. In the event that the CONTRACTOR becomes aware of any inconsistency in the provisions of the standards, guidance and policies related to the ISMS set out in this Section, the CONTRACTOR shall immediately notify the AUTHORITY's Security Representative of such inconsistency who shall, as soon as practicable, notify the CONTRACTOR as to which provision the CONTRACTOR shall comply with.

3.7. The ISMS shall be Approved in line with the AUTHORITY's Deliverable Review and Assurance Process.

3.8. The ISMS is a Document Deliverable and shall be treated as such during the delivery of the Services.

#### 4. Security Management Plan

4.1. The CONTRACTOR shall prepare and submit to the AUTHORITY for Approval a Security Plan covering their management approach for the security services provided.

The SMP shall:

4.1.1. identify the necessary delegated organisational roles defined for those responsible for delivering and overseeing the SMP;

4.1.2. detail the CONTRACTOR approach and processes for delivering the Services using Sub-Contractors and third parties authorised by the AUTHORITY; and

4.1.3. provide evidence that the security services are operating within the scope of this Contract.

#### 5. Amendment and Revision of the ISMS and SMP

5.1. The ISMS and SMP shall be reviewed and updated by the CONTRACTOR in accordance with Good Industry Practice in order to reflect:

5.1.1. emerging changes in Good Industry Practice;

5.1.2. any change or proposed change to Services and/or associated processes;

5.1.3. any new perceived or changed security threats; and

5.1.4. any reasonable change in requirement requested by the AUTHORITY.

5.2. The CONTRACTOR shall provide the AUTHORITY with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and SMP at no additional cost to the AUTHORITY. The results of the review shall include, without limitation:

5.2.1. updates to the risk assessments;

5.2.2. proposed modifications to respond to events that may impact on the ISMS including the security incident management process, incident response plans and general procedures and controls that affect information security; and

5.2.3. suggested improvements including in measuring the effectiveness of controls.

5.3. Subject to the requirements of this Section, any change which the CONTRACTOR proposes to make to the ISMS or SMP shall be subject to the Change Control Procedure described in Schedule 15 of this Contract and shall not be implemented until Approved by the AUTHORITY.

5.4. The AUTHORITY may, where it is reasonable to do so, Approve and require changes or amendments to the ISMS or SMP to be implemented on timescales faster than set out in the Schedule 15 (Variation Procedure) but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Contract.

## 6. Staff Security

6.1. The CONTRACTOR, its Affiliates and Sub-Contractors shall ensure that all full-time and temporary Staff working with any form of AUTHORITY information are appropriately screened and vetted staff whether permanent, contractor, associate, agency or Sub-Contractor. Specific Staff requirements are:

6.1.1. The CONTRACTOR shall have screened all Staff in accordance with its own staffing security policies;

6.1.2. The CONTRACTOR shall ensure that all permanent, contract, associate, agency and Sub-Contractor staff have been required to comply with policies relating to data protection, data security and IT responsibilities before working with AUTHORITY information;

6.1.3. The CONTRACTOR shall have all permanent, contract, associate, agency and Sub-Contractor staff sign contracts or other legal documentation that provides for confidentiality or non-disclosure related to AUTHORITY activity and information;

6.1.4. CONTRACTOR permanent, contract, associate, agency and Sub-Contractor staff shall be monitored to detect suspicious behaviour and resolve any security concerns identified;

6.1.5. The CONTRACTOR shall provide all permanent, contract, associate, agency and Sub-Contractor staff with mandatory security training before they work with AUTHORITY information;

6.1.6. The CONTRACTOR shall provide all permanent, contract, associate, agency and Sub-

Contractor staff with guidance and Security Operating Procedures (SyOps) for Staff security

to assist their compliance with AUTHORITY requirements; and

6.1.7. The CONTRACTOR shall provide an escalation and reporting service to report Staff security issues or a Breach of Security (using such reporting mechanism as defined by the ISMS).

## 7. Physical Security

7.1. The CONTRACTOR shall ensure that all physical aspects of AUTHORITY's activity and information is secured. Specific physical security requirements are:

7.1.1. The CONTRACTOR shall provide information security training to all CONTRACTOR and Sub-Contractor Staff with regards to the physical handling, use, storage, transport and disposal of AUTHORITY Data;

7.1.2. The CONTRACTOR shall provide evidence of a physical security risk assessment having occurred for locations where AUTHORITY data is held,;

7.1.3. The CONTRACTOR shall take such measures as reasonably practical to ensure that only those permanent, contract, associate, agency and Sub-Contractor staff, and members of the public that have a legitimate business reason for access are given access beyond the perimeter of any Site;

7.1.4. The CONTRACTOR shall provide the necessary resources and management to ensure that the agreed physical security controls are effectively implemented and maintained;

7.1.5. The CONTRACTOR shall provide an escalation and reporting service to report physical



security issues or a Breach of Security (using such reporting mechanism as defined by the ISMS).

Home Working: The CONTRACTOR shall provide the necessary resources and physical and cyber security controls to enable home working of CONTRACTOR Staff due to COVID-19 to protect all AUTHORITY information, AUTHORITY Data and other AUTHORITY documentation and provide evidence to the AUTHORITY of these controls.

## 8. Data Protection

8.1. The CONTRACTOR shall ensure that all aspects of the Services provided to the AUTHORITY are performed in accordance with the Data Protection Legislation:

8.1.1. the CONTRACTOR shall comply with both the Law and good practice, respect the rights of individuals, and be open and honest about how it handles personal data;

8.1.2. the CONTRACTOR shall create, deliver and maintain data protection training (as part of its information security training) and awareness for all permanent, contract, associate, agency and Sub-Contractor staff working with AUTHORITY Data;

8.1.3. the CONTRACTOR shall provide an escalation and reporting service to report data protection issues or a Breach of Security (using such reporting mechanism as defined by the ISMS); and

8.1.4. The CONTRACTOR shall liaise with the AUTHORITY's Data Protection Officer if any Data Subject Access Requests are received in relation to AUTHORITY Data being managed under the Services being provided.

## 9. Enhanced Security Requirements

9.1. Where the CONTRACTOR is requested to manage AUTHORITY Data designated as OFFICIAL SENSITIVE additional security measures, generally procedural or Staff, must be applied to reinforce the principle of "Need to Know". The CONTRACTOR shall manage this under enhanced security requirements, using the following principles (as a minimum):

9.1.1. As soon as reasonably possible, move all AUTHORITY Data within an environment which is not shared (i.e. AUTHORITY Data must be in a locked and secure separate area which does not contain records from any other client of the CONTRACTOR);

9.1.2. only enable access to AUTHORITY Data from permanent, contract, associate, agency and Sub-Contractor staff who hold an appropriate current UK Government national security vetting;

9.1.3. allow external access to pre-authorised AUTHORITY personnel only; and

9.1.4. immediately (but in any case no later than within 36 hours) upon CONTRACTOR notification, report to the AUTHORITY any incidents involving theft, loss or inappropriate access to AUTHORITY Data (using such reporting mechanism as defined by the ISMS).

## 10. Security Audit

10.1. The AUTHORITY shall provide reasonable notice to the CONTRACTOR prior to any Security Audit of the Services provided, the ISMS and SMP. The AUTHORITY shall try to ensure that such Security Audits are requested no more than twice each Contract Year (notwithstanding the foregoing, such Audits may occur more frequently in the event that a serious security situation

requires such a Security Audit).

10.2. The CONTRACTOR shall provide to such Auditors access to all information necessary to perform the Security Audit. The CONTRACTOR shall at the AUTHORITY's request engage a reputable independent third party to test all systems holding the AUTHORITY Data, files and programmes.

10.3. Notwithstanding the foregoing, the AUTHORITY may conduct an immediate Security Audit in case of a security related incident. Upon request of the AUTHORITY, the CONTRACTOR shall participate in conducting Security Audits and provide the assistance as set out in Clause 10.2 above.

10.4. To assist with any Security Audit, the CONTRACTOR shall (at all times):

10.4.1. ensure that they keep electronic records of their compliance with the provisions of this Section, so as to provide sufficient evidence to the AUTHORITY of their compliance (if required); and

10.4.2. Make available to the AUTHORITY these records to assist the AUTHORITY with satisfying itself (or Others, as may be required) that the CONTRACTOR is delivering the Services to accord with these requirements.

10.5. If, as a result of a Security Audit as described in this Section, the CONTRACTOR is found to be non-compliant then the CONTRACTOR shall, at its own expense, undertake those actions reasonably required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the AUTHORITY in obtaining such Audit.

## 11. Access to CONTRACTOR's Premises

11.1. Upon reasonable written notice provided by the AUTHORITY, the CONTRACTOR shall provide the AUTHORITY and such Auditors and inspectors as the AUTHORITY may designate in writing, access to CONTRACTOR's (and any Sub-Contractor's) Premises as may be necessary for the AUTHORITY (or its agents or Representatives) to perform any Security Audit. Access will only be required at reasonable hours. If a Sub-Contractor is externally audited to a standard considered acceptable to the AUTHORITY and can provide sufficient evidence of this, then AUTHORITY shall not have the right to conduct such on site Security Audits.

11.2. The access to CONTRACTOR's Premises shall include but shall not be limited to use of CONTRACTOR's office furnishings, telephone and WiFi services, utilities and office-related equipment and duplicating services or such as Auditors and inspectors may reasonably require to perform the Security Audits described in this Section.

11.3. Records and supporting documentation, process descriptions, software and data relating to the CONTRACTOR's performance hereunder shall be provided by the CONTRACTOR.

## 12. Security Testing

12.1. The CONTRACTOR shall conduct Security Tests such as business process reviews, vulnerability scans and penetration or vulnerability tests from time to time (and at least annually across the scope of the ISMS) for internal applications. The CONTRACTOR shall ensure that evidence is presented of penetration or vulnerability tests at least annually for any third party applications used

to host data. The penetration or vulnerability tests of third-party applications must be scoped to the specific system/instance/configuration as utilised by the CONTRACTOR for the AUTHORITY work.

In the case of both internal and external applications security reviews will additionally be undertaken when major system changes are to be made (as agreed by the AUTHORITY). .

12.2. The CONTRACTOR shall:

12.2.1. scope, design and implement Security Tests so as to minimise the impact on the delivery of the Services. The AUTHORITY shall be entitled to send a representative to witness the conduct of a Security Test;

12.2.2. agree in advance with the AUTHORITY the acceptance criteria, date, timing, content and conduct of such Security Tests which shall not be unreasonably withheld;

12.2.3. provide the AUTHORITY with the results of such Security Tests (in a form Approved by the AUTHORITY) as soon as practicable after completion but not less than twenty (20) days, of each Security Test;

12.2.4. if any repeat Security Test carried out reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract; and

12.2.5. where any Security Test carried out pursuant to this Section reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the CONTRACTOR shall promptly notify the AUTHORITY of any changes to the ISMS and to the SMP (and the

implementation thereof) which the CONTRACTOR proposes to make in order to correct such failure or weakness.

### 13. Breach of Security

13.1. The AUTHORITY and the CONTRACTOR shall notify the other upon becoming aware of any Breach of Security or any potential or attempted Breach of Security (including throughout the supply chain) in accordance with the agreed security incident management process as defined by the ISMS.

13.2. Upon becoming aware of a potential or attempted Breach of Security, the CONTRACTOR shall immediately take all reasonable steps (which shall include any action or changes reasonably required by the AUTHORITY) necessary to:

13.2.1. minimise the extent of actual or potential harm caused by any Breach of Security;

13.2.2. fully cooperate with the AUTHORITY to support notifying Other Third Parties;

13.2.3. remedy such Breach of Security or any potential or attempted Breach of Security in

order to protect the integrity of the AUTHORITY Property and / or ISMS / SMP to the

extent that this is within the CONTRACTOR's control;

13.2.4. apply a tested mitigation against any such Breach of Security or attempted Breach of

Security and provided that reasonable testing has been undertaken by the

CONTRACTOR, if the mitigation adversely affects the CONTRACTOR's ability to

provide the Services;

13.2.5. prevent a further Breach of Security or any potential or attempted Breach of Security

in the future exploiting the same root cause failure;

13.2.6. supply any requested data to the AUTHORITY (or the Computer Emergency Response

Team for the Government ('GovCertUK') on the AUTHORITY's request within two (2)

Working Days and without charge (where such requests are reasonably related to a

possible incident or compromise); and

13.2.7. as soon as reasonably practicable provide to the AUTHORITY full details (using the

reporting mechanism defined by the ISMS and SMP) of the Breach of Security or the

potential or attempted Breach of Security, including a root cause analysis where

required by the AUTHORITY.

13.3. In the event that any action is taken in response to a Breach of Security or potential or attempted

Breach of Security that demonstrates non-compliance of the ISMS or SMP with the Security Policy

or the requirements of this Section, then any required change to the ISMS or SMP shall be

performed at no cost to the AUTHORITY.

13.4. Such steps shall include any action or changes reasonably required by the AUTHORITY. In the

event that such action is taken in response to a Breach of Security that is determined by the

AUTHORITY acting reasonably not to be covered by the obligations of the CONTRACTOR under

this Contract, then:

13.4.1. the CONTRACTOR shall be entitled to refer the matter to the Change Control Procedure

(in the Contract Variations Schedule (Schedule 15)); and

13.4.2. as soon as reasonably practicable provide to the AUTHORITY full details (using such reporting mechanism as defined by the ISMS) of the Breach of Security or the potential or attempted Breach of Security.

#### 14 Other

Notwithstanding anything to the contrary above, the AUTHORITY shall have the right to access security information generated and processed by the CONTRACTOR such as risk assessments and security technical testing results on an ad-hoc basis to ensure the CONTRACTOR is complying with its security obligations set out in this Contract.



## **SCHEDULE 24**

### **IMPLEMENTATION PLAN**

The Parties agree that there are no Implementation Services required prior to the Start Date.

The Parties may, during the term of the Contract, should the need arise due to a relevant change in the Services, mutually agree on an Implementation Plan to implement such a change

**SCHEDULE 25**

**OPTIONAL SERVICES**

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## SCHEDULE 26

### TUPE

#### Application of TUPE

- 1.1 The parties understand that pursuant and subject to TUPE:
- (a) for the purposes of TUPE the employment of the Transferring Employees shall transfer to the CONTRACTOR on the Commencement Date. For the avoidance of doubt, all rights, powers, duties and liabilities relating to redundancy or injury arising under the contract of employment of any Transferring Employee are transferred to the CONTRACTOR on the Commencement Date; and
  - (b) at the relevant Transfer Date, there may be a relevant transfer under TUPE and where there is such a transfer the employment of the Exit Transferring Employees will transfer to the AUTHORITY, the Replacement Contractor or the Replacement Contractor Sub-contractor as the case may be.

#### **Information and Consultation Obligations**

- 1.2 Each party will, and will procure that its direct and indirect subcontractors, (including in the case of the AUTHORITY any Replacement Contractor or Replacement Contractor Sub-Contractor, as appropriate, will:
- (a) comply with its or their respective obligations to inform and consult with employees and/or their appropriate representatives under TUPE or otherwise;
  - (b) provide any measures information to the relevant transferor as required under TUPE; and
  - (c) provide such co-operation as may reasonably be required by the other party to effect a smooth transfer of any Transferring Employees or Exit Transferring Employees as relevant, including in the case of the CONTRACTOR, by allowing the Replacement Contractor or Replacement Contractor Sub-Contractor reasonable access to communicate with and meet any Potential Exit Transferring Employees and/or their representatives.
- 1.3 The CONTRACTOR shall not and shall procure that any relevant Sub-Contractor shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) without the prior written consent of the AUTHORITY to dissuade or discourage any Potential Exit Transferring Employees from transferring their employment to the AUTHORITY and / or the Replacement Contractor and / or Replacement Contractor Sub-Contractor.

#### **Authority Indemnities**

- 1.4 The AUTHORITY will be responsible for, and will indemnify the CONTRACTOR and any relevant Sub-Contractor, as the case may be, in respect of all Pay and any other Employment Liabilities:

- (a) in relation to the Transferring Employees and arising in respect of the period up to the Commencement Date except as provided for by paragraph 1.7(b) and 1.7(c) of this Schedule 26; and
- (b) as a result of any failure by the AUTHORITY to comply with its obligations under paragraph 1.2 of this Schedule 26 and/or a failure by the AUTHORITY or a Previous Contractor to comply with regulations 13 and/or 14 of TUPE except where the failure arises from the failure of the CONTRACTOR to comply with its/their obligations under paragraph 1.2 or a failure by the CONTRACTOR or any relevant Sub-Contractor to comply with its/their obligations under regulations 13 and/or 14 of TUPE.

### **Unexpected Transferring Employees on Commencement**

1.5 If there are any Unexpected Transferring Employees at any time on or after the Commencement Date:

- (a) either party will, upon becoming aware of any Unexpected Transferring Employee at any time, notify the other immediately or as soon as is reasonably practicable in writing of the identity of that Unexpected Transferring Employee;
- (b) where relevant the CONTRACTOR or its Sub-Contractor (as the case may be) may terminate the employment of that Unexpected Transferring Employee either in accordance with any procedure that may be given to the CONTRACTOR or the relevant Sub-Contractor in writing by the AUTHORITY, acting reasonably, within 7 days of notification under paragraph 1.5(a), or, where the AUTHORITY does not specify any such procedure in writing, within 21 days of notification under paragraph 1.5(a);
- (c) provided the termination of the employment of the Unexpected Transferring Employee has taken place prior to the Commencement Date, or otherwise is effected by the CONTRACTOR or the relevant Sub-Contractor in accordance with paragraph 1.5(b) the AUTHORITY will indemnify the CONTRACTOR or the relevant Sub-Contractor, as the case may be, against any Employment Liabilities the CONTRACTOR or the Sub-Contractor may incur in respect of that Unexpected Transferring Employee but excluding liability for acts of discrimination by the CONTRACTOR or the Sub-Contractor;

1.6 if the employment of an Unexpected Transferring Employee is not terminated or is not terminated in accordance with paragraph 1.5, that person will be deemed to have been a Transferring Employee with effect from the Commencement Date.

### **Contractor indemnities**

1.7 The CONTRACTOR will be responsible for, and will indemnify the AUTHORITY, any Previous Contractor, any Replacement Contractor and any Replacement Contractor Sub-Contractor, in respect of all Pay and other Employment Liabilities:

- (a) in relation to the Staff and payable in respect of any period before any relevant Transfer Date except as provided for by paragraph 1.4(a), 1.5(c) and 1.17(c);

- (b) as a result of any failure by the CONTRACTOR to comply with its obligations under paragraph 1.2 and/or a failure by the CONTRACTOR or any Sub-Contractor of the CONTRACTOR to comply with regulations 13 and/or 14 of TUPE except where the failure arises from the failure of the AUTHORITY to comply with its obligations under paragraph 1.2 or a failure by the AUTHORITY or a Replacement Contractor or Replacement Contractor Sub-Contractor to comply with its/their obligation under regulations 13 and/or 14 of TUPE; and
- (c) incurred by the AUTHORITY and/or any Previous Contractor, as the case may be, in respect of any proposal by the CONTRACTOR or a Sub-Contractor of the CONTRACTOR prior to or following the Commencement Date to make a change which amounts or would amount to (i) a repudiatory breach of contract of employment and/or (ii) a substantial change in working conditions to the material detriment (as provided for by TUPE) of any Potential Transferring Employee.

### **Employee Information on Exitgdpr**

1.8 During the period of six (6) months preceding the expiry of the Contract, or after the AUTHORITY has given notice to terminate this Contract or the CONTRACTOR stops trading, the CONTRACTOR shall fully and accurately disclose to the AUTHORITY for the purposes of TUPE all information relating to the Staff engaged in connection with the performance of the Services, in particular, but not limited to, the following ("Transferring Employee Information") to be provided in accordance with relevant data protection legislation:

- (a) the total number of the Staff whose employment with the CONTRACTOR is liable to be terminated at the expiry of this Contract but for any operation of law;
- (b) for each person: the age, gender, annual leave entitlement, job descriptions, length of service, notice entitlement, contract end date if applicable, work location, details of their salary (contracted basic hours/rates of work and contracted overtime), and pay settlements covering that person which relate to future dates but which have already been agreed, employment benefits, redundancy entitlements and details of any pension arrangements and entitlements;
- (c) full information about the other terms and conditions on which the affected Staff are employed (including probationary periods, current pay contracts, sick leave, maternity and special leave, terms of mobility, any loan or leasing schemes, facility time arrangements, additional employment benefits);
- (d) details of collective agreements and any recognised trade unions;
- (e) copies of employment contracts including offer letters, standard terms and any contractual policies or procedures;
- (f) details of any staff benefit schemes (including but not limited to healthcare, life assurance, PHI and company car);
- (g) details of any trade disputes or industrial action involving the Staff or any individual member of Staff occurring at any time during the term of this Contract.

- (h) whether on long term absence (sickness or family leave);
  - (i) details of any tribunal or court cases and disciplinary or grievances matters which are current or contemplated or have been brought by or against or relating to any member of Staff in the preceding two years.
- 1.9 Within twenty one (21) days of being so requested by the AUTHORITY, the CONTRACTOR shall provide all the information necessary under paragraph 1.8 to the AUTHORITY and will permit the AUTHORITY to use the information for the purposes of TUPE and for re-tendering. Such information shall be updated at intervals to be reasonably notified by the AUTHORITY during the retendering process.
- 1.10 No later than 30 days prior to a relevant Transfer Date, the CONTRACTOR will provide to the AUTHORITY, any Replacement Contractor and any Replacement Contractor Sub-Contractor, as relevant, the information set out in paragraph 1.9 in relation to each Potential Exit Transferring Employee such information to include the Final CONTRACTOR Personnel List and such additional information as is required by Regulation 11 of TUPE.
- 1.11 The CONTRACTOR warrants that such information under paragraph 1.8 or 1.10 when provided is full, accurate and complete. The CONTRACTOR agrees to keep indemnified fully the AUTHORITY, the Replacement Contractor, the Replacement Contractor Sub-Contractor and the Crown against all claims, demands, proceedings, suits, actions, Direct Losses, damages, charges, costs and expenses (including legal costs and disbursements on a solicitor and client basis) and any other liabilities whatsoever which are incurred by the AUTHORITY, the Replacement Contractor, the Replacement Contractor Sub-Contractor or the Crown as a result of, or in connection with a breach of warranty in respect of the provision of information under paragraph 1.8 or 1.10.
- 1.12 In the event that the information provided by the CONTRACTOR in accordance with paragraph 1.8 or 1.10 becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequently to the original provision of such information or by reason of the CONTRACTOR becoming aware that the information originally given was inaccurate, the CONTRACTOR warrants that it shall immediately notify the AUTHORITY of the inaccuracies and provide the amended information.

**Unexpected transferring employees on exit**

- 1.13 If there are any Unexpected Exit Transferring Employees at any time on or after the relevant Transfer Date:
- (a) either party will, upon becoming aware of any Unexpected Exit Transferring Employee at any time on or after the relevant Transfer Date, notify the other immediately or as soon as is reasonably practicable in writing of the identity of that Unexpected Exit Transferring Employee;
  - (b) where relevant the AUTHORITY or the Replacement Contractor or the Replacement Contractor Sub-contractor (as the case may be) may terminate the employment of that Unexpected Exit Transferring Employee either in accordance with any procedure that may be given to the AUTHORITY or the Replacement Contractor or Replacement

Contractor Sub-Contractor in writing by the CONTRACTOR, or, where the CONTRACTOR does not specify any such procedure in writing within 7 days of notification under paragraph 1.13, within 21 days of notification under paragraph 1.13;

- (c) provided the termination of the Unexpected Exit Transferring Employee takes place prior to the Transfer Date, or otherwise is effected by the AUTHORITY or the Replacement Contractor, as the case may be, in accordance with paragraph 1.13(b), the CONTRACTOR will indemnify the AUTHORITY and the Replacement Contractor, as the case may be, against any Employment Liabilities the AUTHORITY, Replacement Contractor may incur in respect of that Unexpected Exit Transferring Employee but excluding liability for acts of discrimination by the AUTHORITY or Replacement Contractor;

1.14 If the employment of an Unexpected Exit Transferring Employee is not terminated, or is not terminated in accordance with paragraph 1.13, that person will be deemed to have been an Exit Transferring Employee with effect from the relevant Transfer Date.

#### **Protecting the Workforce before Exit**

1.15 From the date of the earliest event referred to in Clause 3 and subject to the written consent of the AUTHORITY (such consent not to be unreasonably withheld), the CONTRACTOR shall not and shall procure that its sub-contractors shall not:

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

- 1.16 The CONTRACTOR agrees to keep indemnified fully the AUTHORITY and the Crown against all claims, demands, proceedings, suits, actions, Direct Losses, damages, charges, costs and expenses (including legal costs and disbursements on a solicitor and client basis) which are incurred by the AUTHORITY or the Crown as a result of, or in connection with a breach of paragraph 1.15.

#### **Liability after Exit**

- 1.17 The AUTHORITY will procure that any Replacement Contractor or Replacement Contractor Sub-Contractor will, be responsible for, and will indemnify the CONTRACTOR or any Sub-Contractor of the Contractor in respect of all Pay and any other Employment Liabilities:
- (a) in relation to the Exit Transferring Employees arising in respect of the period including and following the relevant Transfer Date, except as provided for by paragraph 1.7(b);
  - (b) as a result of any failure by the AUTHORITY to comply with its obligations under paragraph 1.2 and/or a failure by the AUTHORITY or a Replacement Contractor or Replacement Contractor Sub-Contractor to comply with regulations 13 and/or 14 of TUPE except where the failure arises from the failure of the CONTRACTOR or its Sub-Contractor to comply with its/their obligations under paragraph 1.2 or a failure by the CONTRACTOR or any Sub-Contractor to comply with its/their obligations under regulations 13 and/or 14 of TUPE; and
  - (c) in respect of termination or partial termination of this Contract, incurred by the CONTRACTOR and/or any Sub-Contractor of the Contractor, as the case may be, in respect of any proposal by the AUTHORITY or a Replacement Contractor or Replacement Contractor Sub-Contractor prior to or following the Transfer Date to make a change which amounts or would amount to (i) a repudiatory breach of contract of employment and/or (ii) a substantial change in working conditions to the material detriment (as provided for by TUPE) of any Potential Exit Transferring Employee.

#### **Third Party Rights**

- 1.18 Any Previous Contractor, Sub-Contractor, Replacement Contractor or Replacement Contractor Sub-Contractor is entitled to enforce the provisions of this schedule 26 pursuant to Section 1 of the Contracts (Rights of Third Parties) Act 1999 [provided that the parties to this Agreement may vary or terminate this Agreement by agreement between them without requiring the consent of any such subcontractor or the Replacement Contractor and need not comply with Section 2(1) of the Contracts (Rights of Third Parties) Act 1999.