Award Form

This Award Form creates the Framework Agreement. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1.	**Buyer**	The Secretary of State for Justice acting as part of the Crown whose offices are at 102 Petty France, London, SW1H 9AJ (the Buyer)
2.	**Supplier**	Name: The Forensic Psychologist Service South (ltd) Address: 9 Knowl Road, Mirfield, West Yorkshire, United Kingdom, WF14 8DQ Registration number: Companies House Number 07750117
3.	**Framework Agreement**	The Framework Agreement between the Buyer and the Supplier is for the supply of Deliverables, being Supervision of Forensic Psychologists in Training - see Schedule 2 *(Specification)* for full details. This opportunity is advertised in this Contract Notice in Find A Tender, reference 2025/S 000-037933 (FTS Contract Notice).
4.	**Contract reference for Framework Agreement**	Con_25271
5.	**Buyer Cause**	Any material breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Framework Agreement and in respect of which the Buyer is liable to the Supplier.
6.	**Collaborative working principles**	The Collaborative Working Principles apply to the Framework Agreement. See Clause 3.1.3 for further details.
7.	**Financial Transparency Objectives**	The Financial Transparency Objectives do not apply to the Contract. See Clause 6.3 for further details.
8.	**Start Date**	1st August 2025

9.	**Expiry Date**	31st July 2028
10.	**Extension Period**	The Buyer may extend the Framework Agreement for up to 2 years following the initial Expiry Date, through two optional Extension Periods up to 12 months each. An Extension Period is exercised where the Buyer gives the Supplier no less than 3 Months' written notice before the Framework Agreement expires.
11.	**Ending this Framework Agreement without a reason**	The Buyer may terminate the Framework Agreement in accordance with Clause 14.3. Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 is 90 days.
12.	**Incorporated Terms** (together these documents form the **"this Framework Agreement"**)	The following documents are incorporated into the Framework Agreement. Where numbers are missing, the Schedules are not being used. If there is any conflict, the following order of precedence applies: (a) This Award Form (b) Any Special Terms (see **Section 14 (Special Terms)** in this Award Form) (c) Schedule 31 *(Buyer Specific Terms)* (d) Core Terms (e) Schedule 6 *(Intellectual Property Rights)* (f) Schedule 1 (*Definitions*) (g) Schedule 20 (*Processing Data*) (h) The following Schedules (in equal order of precedence): (i) Schedule 2 (*Specification*) (ii) Schedule 3 (*Charges*) (iii) Schedule 5 (*Commercially Sensitive Information*) (iv) Schedule 7 (*Staff Transfer*) (v) Schedule 10 (*Performance Levels*) (vi) Schedule 13 *(Contract Management)* (vii) Schedule 16 *(Security)* (viii) Schedule 21 *(Variation Form)* (ix) Schedule 22 (*Insurance Requirements*) (x) Schedule 25 *(Rectification Plan)* (xi) Schedule 26 (*Sustainability*) (xii) Schedule 27 *(Key Subcontractors)*

		(xiii) Schedule 29 *(Key Supplier Staff)* (xiv) Schedule 4 (*Tender*), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.
13.	**Special Terms**	Special Term 1 - The following additional Schedules are incorporated into the Framework Agreement: Schedule 36 *(Call-Off Procedure)* Schedule 37 *(Call-Off Terms)*
		Special Term 2 - The following shall supplement Clause 35 of the Core Terms of the Framework Agreement: **IR35 Status Determination** 1. **Assessment Requirement**: The Client shall conduct an IR35 status determination assessment prior to the commencement of services and at appropriate intervals throughout the contract duration. 2. **Compliance Obligation**: The assessment shall be conducted in accordance with the relevant IR35 legislation, including **Chapter 10, Part 2 of the Income Tax (Earnings and Pensions) Act 2003 (ITEPA 2003)** which sets out the **off-payroll working rules**, commonly referred to as **IR35**. 3. **Notification of Determination**: The Client shall provide the Contractor with a written Status Determination Statement (SDS), outlining the rationale for the IR35 determination. 4. **Dispute Resolution**: If the Contractor disputes the SDS, the Client shall review the determination letter and respond as per the timescales given on the SDS letter, providing reasons for any decision made. 5. **Ongoing Review**: The Client reserves the right to reassess the IR35 status if there are material changes in working practices, contract terms, or relevant legislation. 6. For a full outline of tax responsibilities and obligations, refer to clause 35 of this contract. All parties are required to comply with the terms specified therein.

		Special Term 3 - The following shall supplement the Core Terms of the Framework Agreement: If the Supplier, or sub-contractor(s), wish to engage in any media activity or public communication, they should first consider the interests of the Buyer. Whilst approval is not automatically required, the Supplier is encouraged to inform and consult with the Buyer in advance to ensure alignment and avoid any potential conflicts. Any media engagement should be conducted responsibly and in a manner that does not negatively impact the reputation or confidentiality obligations of either party.
14.	**Buyer's Environmental Policy**	Climate change and environmental sustainability: MOJ Published 25 September 2023 Available online at: https://www.gov.uk/guidance/ministry-of-justice-climate-change-and-sustainability
15.	**Social Value Commitment**	The Supplier shall, in providing the Deliverables and performing its obligations under the Framework Agreement, deliver the Social Value outcomes in Schedule 4 (*Tender*).
16.	**Buyer's Security Requirements**	The Buyer has chosen: Option 1 - Short Form for Schedule 16 (*Security*). **Security Requirements**: As set out in Schedule 16 (*Security*). **ICT Policy:** Not used. The Buyer's staff vetting requirements are: As set out in Schedule 16 *(Security)*.
17.	**Goods**	Not applicable
18.	**Charges**	Details of Charges in Schedule 3 (*Charges*) Indexation is applicable as detailed in Schedule 3 (*Charges*)
19.	**Estimated Year 1 Charges**	£131,320 (ex-VAT) Estimated Year 1 Charges have been calculated as 25% of the total estimated Framework Agreement value for Year 1. Actual Charges will vary based on Call-Off contracts awarded.
20.	**Reimbursable expenses**	Recoverable as set out in Schedule 3 (*Charges*)

21.	**Payment method**	The Supplier shall submit invoices to the Buyer in accordance with the Buyer's requirements set out in this section 21. 21.1 A Purchase Order (PO) shall be raised by the Buyer for the total estimated value of the Framework Agreement. 21.2 The Supplier shall invoice monthly in arrears as per Clause 9.3 and 9.4. 21.3 Valid invoices should be submitted for payment to the following address: 21.3.1 apinvoices-nms-u@gov.sscl.com (the Buyer's preferred option); or 21.3.2 Ministry of Justice, PO Box 743, Newport, Gwent, NP10 8FZ. 21.4 To be valid, all invoices submitted to the Buyer must: 21.4.1 clearly state the word 'invoice' and contain the following information: i) a unique identification number (invoice number); ii) the Supplier's name, address and contact information; iii) the name and address of the department/agency in the Customer with which the Supplier is working; iv) a clear description of the services, works or goods being invoiced for; v) the date the goods or service were provided; vi) the date of the invoice; vii) the amount being charged; viii) VAT amount if applicable; ix) the total amount owed; x) the Purchase Order number; and xi) the amount of the invoice in sterling or any other currency which is Approved.

		21.4.2 If submitted by email meet the following criteria: i) email size must not exceed 4mb; ii) one invoice per file attachment (PDF). Multiple invoices can be attached as separate files; and iii) any supporting information, backing data etc. must be contained within the invoice PDF file; and 21.4.3 unless Approved: i) not contain any lines for items which are not on the Purchase Order; and ii) replicate, as far as possible, the structure of and the information contained in the Purchase Order in respect of the number of lines, line descriptions, price and quantity. 21.5 Alongside each monthly invoice, the Supplier shall submit a detailed breakdown of the total charges to nominated representatives of the Buyer.
22.	**KPI**	KPIs will be measured in accordance with Schedule 10 (*Performance Levels*).
23.	**Liability**	[In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under the Framework Agreement (whether in tort, contract or otherwise) is no more than £**5 million**. In accordance with Clause 15.6, the Supplier's total aggregate liability in each Contract Year under Clause 18.6.4 is no more than the Data Protection Liability Cap, being **£10 million.**
24.	**Progress Meetings and Progress Reports**	The Supplier shall attend Review Meetings with the Buyer in accordance with Schedule 13 *(Contract Management)* The Supplier shall provide the Buyer with Reports in accordance with Schedule 10 *(Performance Levels)*
25.	**Guarantor**	Not applicable
26.	**Virtual Library**	Not applicable

27.	**Supplier's Contract Manager**	Dr Louise Bowers Registered Psychologist and Director ***Redacted under Section 40 of the FOIA – Personal data***
28.	**Supplier Authorised Representative**	Dr Louise Bowers Registered Psychologist and Director Business Administrator ***Redacted under Section 40 of the FOIA – Personal data***
29.	**Supplier Compliance Officer**	***Redacted under Section 40 of the FOIA – Personal data*** ***Redacted under Section 40 of the FOIA – Personal data***
30.	**Supplier Data Protection Officer**	Dr Louise Bowers Registered Psychologist and Director ***Redacted under Section 40 of the FOIA – Personal data*** ***Redacted under Section 40 of the FOIA – Personal data***
31.	**Supplier Marketing Contact**	Dr Louise Bowers Registered Psychologist and Director ***Redacted under Section 40 of the FOIA – Personal data*** ***Redacted under Section 40 of the FOIA – Personal data***
32.	**Key Subcontractors**	N/A

33.	**Buyer Authorised Representative**	Helena Agus Senior Commercial Manager ***Redacted under Section 40 of the FOIA – Personal data***

For and on behalf of the Supplier:		**For and on behalf of the Buyer:**	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Core Terms – Mid-tier

Contents

1. Definitions used in the Framework Agreement

Interpret the Framework Agreement using Schedule 1 (*Definitions*).

2. How the Framework Agreement works

2.1 The Framework Agreement:

2.1.1 is between the Supplier and the Buyer; and

2.1.2 includes Core Terms, Schedules and any other changes or items in the completed Award Form.

2.2 The Supplier acknowledges it has all the information required to perform its obligations under the Framework Agreement before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.

2.3 The Supplier acknowledges that it has satisfied itself of all details relating to:

2.3.1 the Buyer's requirements for the Deliverables;

2.3.2 the Buyer's operating processes and working methods; and

2.3.3 the ownership and fitness for purpose of the Buyer Assets,

2.3.4 and it has it has advised the Buyer in writing of:

2.3.5 each aspect, if any, of the Buyer's requirements for the Deliverables, operating processes and working methods that is not suitable for the provision of the Services;

2.3.6 the actions needed to remedy each such unsuitable aspect; and

2.3.7 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,

2.3.8 and such actions, timetable and costs are fully reflected in the Framework Agreement.

2.4 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

2.4.1 verify the accuracy of the Due Diligence Information; and

2.4.2 properly perform its own adequate checks.

2.5 The Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.6 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

(a) that comply with the Specification, the Tender Response and the Framework Agreement;

(b) using reasonable skill and care;

(c) using Good Industry Practice;

(d) using its own policies, processes and internal quality control measures as long as they don't conflict with the Framework Agreement;

(e) on the dates agreed; and

(f) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects or for such other period as specified in the Award Form.

3.1.3 Where the Award Form states that the Collaborative Working Principles will apply, the Supplier must co-operate and provide reasonable assistance to any Buyer Third Party notified to the Supplier by the Buyer from time to time and act at all times in accordance with the following principles:

(a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";

(b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;

(c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;

(d) providing reasonable cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and

(e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.

3.2 **Goods clauses – *NOT USED***

3.3 **Services clauses**

(a) Late Delivery of the Services will be a Default of the Framework Agreement.

(b) The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.

(c) The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of this Framework Agreement.

(d) The Supplier must allocate sufficient resources and appropriate expertise to the Framework Agreement.

(e) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

(f) On completion of the Services, the Supplier is responsible for leaving the Buyer Premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer Premises or Buyer Assets, other than fair wear and tear.

(g) The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

(h) The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Framework Agreement.

4. Pricing and payments

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form of the Call-Off Contract.

4.2 All Charges:

4.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and

4.2.2 include all costs connected with the Supply of Deliverables.

4.3 The Buyer must pay the Supplier the Charges,

4.3.1 before the end of the period of 30 days beginning with the day on which an invoice is received by the Buyer in respect of the sum; or

4.3.2 if later, by the date on which the payment falls due in accordance with the invoice,

(a) subject to the invoice being verified by the Buyer as valid and undisputed; and

4.3.3 in cleared funds using the payment method and details stated in the invoice or in the Award Form.

4.4 A Supplier invoice is only valid if it:

4.4.1 includes the minimum required information set out in Section 68(9) of the Procurement Act 2023;

4.4.2 includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer; and

4.4.3 includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any).

4.5 Where any invoice does not conform to the Buyer's requirements set out in Clause 4.4, or the Buyer disputes the invoice, the Buyer shall notify the Supplier without undue delay.

4.6 The Buyer shall accept for processing any electronic invoice that complies with the Electronic Invoice Standard, provided that it is valid and undisputed.

4.7 Where any invoice does not conform to the Buyer's requirements set out in this Clause 4, the Buyer shall notify the Supplier without undue delay and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.

4.8 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under the Framework Agreement or any other agreement between the Supplier and the Buyer if notice and reasons are provided.

4.9 The Supplier must ensure that all Subcontractors are paid, in full:

4.9.1 before the end of the period of 30 days beginning with the day on which an invoice is received by the Supplier in respect of the sum; or

4.9.2 if later, by the date on which the payment falls due in accordance with the invoice,

4.9.3 subject to the invoice being verified by the Supplier as valid and undisputed. If this does not happen, the Buyer can publish the details of the late payment or non-payment.

4.10 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The Buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from a Buyer Cause:

5.1.1 the Buyer cannot terminate the Framework Agreement under Clause 14.4.1;

5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deductions under the Contract;

5.1.3 the Supplier is entitled to additional time needed to make the Delivery;

5.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

5.2.1 gives notice to the Buyer of the Buyer Cause within 10 Working Days of becoming aware;

5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and

5.2.3 mitigated the impact of the Buyer Cause.

6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of this Framework Agreement during the Framework Agreement Period and for 7 years after the End Date and in accordance with the UK GDPR or the EU GDPR as the context requires, including the records and accounts which the Buyer has a right to Audit.

6.3 Where the Award Form states that the Financial Transparency Objectives apply, the Supplier must co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:

6.3.1 on or before the Effective Date;

6.3.2 at the end of each Contract Year under the Framework Agreement; and

6.3.3 within 6 Months of the end of the Framework Agreement Period,

6.3.4 and the Supplier must meet with the Buyer if requested within 10 Working Days of the Buyer receiving a Financial Report.

6.4 If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:

6.4.1 Supplier's currently incurred or forecast future Costs; and

6.4.2 forecast Charges for the remainder of the Framework Agreement,

6.4.3 then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.

6.5 The Buyer or an Auditor can Audit the Supplier.

6.6 The Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:

6.6.1 complies with the Supplier's operating procedures; and

6.6.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.

6.7 During an Audit, the Supplier must provide information to the Auditor and reasonable co-operation at their request including access to:

6.7.1 all information within the permitted scope of the Audit;

6.7.2 any Sites, equipment and the Supplier System used in the performance of the Contract; and

6.7.3 the Supplier Staff.

6.8 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.

6.9 The Supplier must comply with the Buyer’s reasonable instructions following an Audit, including:

6.9.1 correcting any identified Default;

6.9.2 rectifying any error identified in a Financial Report; and

6.9.3 repaying any Charges that the Buyer has overpaid.

6.10 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

6.10.1 tell the Buyer and give reasons;

6.10.2 propose corrective action; and

6.10.3 provide a deadline for completing the corrective action.

6.11 Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under the Framework Agreement, the Buyer may not conduct an Audit of the Supplier or of the same Key Subcontractor more than twice in any Contract Year under the Framework Agreement.

6.12 At the end of each Contract Year under the Framework Agreement, at its own expense, the Supplier will provide a report to the Buyer setting out a summary of its compliance with Clause 4.9, such report to be certified by the Supplier’s Authorised Representative as being accurate and not misleading.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of the Framework Agreement must:

7.1.1 be appropriately trained and qualified;

7.1.2 be vetted using

(a) the staff vetting requirements set out in Schedule 16 (*Security*) (if that Schedule is used);

(b) the requirements set out in the Award Form (if set out there); or

(c) where no other requirements are set out, the HMG Baseline Personnel Security Standard found at https://assets.publishing.service.gov.uk/media/5b169993ed915d2cbae4af03/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf, as replaced or updated from time to time;

7.1.3 where the performance of the Framework Agreement will, or is likely to, give Supplier Staff access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, be further vetted in accordance with Schedule 32 (*Background Checks*); and

7.1.4 comply with all conduct requirements when on the Buyer's Premises.

7.2 Where the Buyer decides one of the Supplier's Staff is not suitable to work on the Framework Agreement, the Supplier must replace them with a suitably qualified alternative.

7.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

7.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.

7.6 The provisions of this Clause 7 are in addition to and not in substitution for the employment exit provisions of Schedule 7 (*Staff Transfer*).

8. Supply chain

8.1 **Appointing Subcontractors**

8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:

(a) manage Subcontractors in accordance with Good Industry Practice;

(b) comply with its obligations under the Framework Agreement; and

(c) assign, novate or transfer its rights and/or obligations under the Sub-Contract that relate exclusively to the Framework Agreement to the Buyer or a Replacement Supplier.

8.1.2 The Supplier must ensure that it does not any time during the Framework Agreement Period enter into a Subcontract with:

(a) any supplier that is on the debarment list on the basis of a mandatory exclusion ground within the meaning of the Procurement Act 2023 and associated regulations; or

(b) any supplier that is on the debarment list on the basis of a discretionary exclusion ground within the meaning of the Procurement Act 2023 and associated regulations, unless the Supplier has obtained the Buyer's prior written consent to the appointment of the relevant proposed Subcontractor.

8.2 **Mandatory provisions in Sub-Contracts**

8.2.1 If a Subcontractor is to be appointed under the Framework Agreement, then the Buyer may, in accordance with Section 72 of the Procurement Act 2023, require that the Supplier enters into a legally binding arrangement with the proposed Subcontractor within such reasonable period after the Effective Date as may be specified by the Buyer.

8.2.2 If the Supplier does not enter into a legally binding agreement in accordance with Clause 8.2.1 the Buyer may:

(a) terminate the Framework Agreement and the consequences of termination set out in Clauses 14.5.1(b) to 14.5.1(g) apply; or

(b) require the Supplier to enter into a legally binding agreement with an alternate Subcontractor.

8.2.3 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of the Framework Agreement:

(a) where such Sub-Contracts are entered into after the Effective Date, the Supplier shall ensure that they all contain provisions that; or

(b) where such Sub-Contracts are entered into before the Effective Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:

(i) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social or employment Law;

(ii) require that all Subcontractors are paid:

i. before the end of the period of 30 days beginning with the day on which an invoice is received by the Supplier or other party in respect of the sum; or

ii. if later, the date by which the payment falls due in accordance with the invoice,

iii. subject to the invoice being verified by the party making payment as valid and undisputed;

(iii) require the party receiving goods or services under the Framework Agreement to consider and verify invoices under that Framework Agreement in a timely fashion and notify the Subcontractor without undue delay if it considers the invoice invalid or it disputes the invoice; and

(iv) allow the Buyer to publish the details of the late payment or non-payment if this 30 day limit is exceeded.

8.2.4 The Supplier must ensure that a term equivalent to Clause 8.2.3 is included in each Sub-Contract in its supply chain, such that each Subcontractor is obliged to include those terms in any of its own Sub-Contracts in the supply chain for the delivery of the Framework Agreement. References to the “Supplier” and “Subcontractor”, in Clause 8.2.1 are to be replaced with references to the respective Subcontractors who are parties to the relevant contract.

8.3 **When Sub-Contracts can be ended**

8.3.1 At the Buyer’s request, the Supplier must terminate any Sub-Contracts in any of the following events:

(a) there is a Change of Control of a Subcontractor which isn’t pre-approved by the Buyer in writing;

(b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 14.4;

(c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer; and/or

(d) the Subcontractor fails to comply with its obligations in respect of environmental, social or employment Law.

8.4 **Ongoing responsibility of the Supplier**

8.4.1The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

8.5 **Competitive terms**

8.5.1 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

8.5.2 If the Buyer uses Clause 8.5.1 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

9. Rights and protection

9.1 The Supplier warrants and represents that:

9.1.1 it has full capacity and authority to enter into and to perform the Framework Agreement;

9.1.2 the Framework Agreement is entered into by its authorised representative;

9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;

9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform the Framework Agreement;

9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Framework Agreement and for the Buyer to receive the Deliverables;

9.1.6 it doesn’t have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Framework Agreement; and

9.1.7 it is not impacted by an Insolvency Event or a Financial Distress Event.

9.2 The warranties and representations in Clauses 2.6 and 9.1 are repeated each time the Supplier provides Deliverables under the Framework Agreement.

9.3 The Supplier indemnifies the Buyer against each of the following:

9.3.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Framework Agreement; and

9.3.2 non-payment by the Supplier of any tax or NIC.

9.4 All claims indemnified under the Contract must use Clause 30.

9.5 The description of any provision of the Framework Agreement as a warranty does not prevent the Buyer from exercising any termination right that it may have for Default of that provision by the Supplier.

9.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.

9.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer’s benefit by the Supplier for free.

10. Intellectual Property Rights

10.1 The Parties agree that the terms set out in Schedule 6 (*Intellectual Property Rights*) shall apply to the Framework Agreement.

10.2 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

10.3 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer’s sole option, either:

10.3.1 obtain for the Buyer the rights to continue using the relevant item without infringing any third party IPR; or

10.3.2 replace or modify the relevant item with substitutes that don’t infringe IPR without adversely affecting the functionality or performance of the Deliverables.

10.4 If the Buyer requires that the Supplier procures a licence in accordance with Clause 10.3.1 or to modify or replace an item pursuant to Clause 10.3.2, but this has not avoided or resolved the IPR Claim, then the Buyer may terminate this Framework Agreement by written notice with immediate effect and the consequences of termination set out in Clauses 14.5.1 shall apply.

11. Rectifying issues

11.1 If there is a Notifiable Default, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.

11.2 When the Buyer receives a requested Rectification Plan it can either:

11.2.1 reject the Rectification Plan or revised Rectification Plan giving reasons; or

11.2.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

11.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:

11.3.1 will give reasonable grounds for its decision; and

11.3.2 may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

12. Escalating issues

12.1 If the Supplier fails to:

12.1.1 submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.3; and

12.1.2 adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default.

12.1.3 or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than 5 Working Days' notice. The Buyer will determine the location, time and duration of the Escalation Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative is available to attend.

12.2 The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than 5 Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.

12.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer may terminate the Framework Agreement and the consequences of termination set out in Clauses 14.5.1 shall apply as if the Framework Agreement were terminated under Clause 14.4.1.

13. Step-in rights

13.1 If a Step-In Trigger Event occurs, the Buyer may give notice to the Supplier that it will be taking action in accordance with this Clause 13.1 and setting out:

13.1.1 whether it will be taking action itself or with the assistance of a third party;

13.1.2 what Required Action the Buyer will take during the Step-In Process;

13.1.3 when the Required Action will begin and how long it will continue for;

13.1.4 whether the Buyer will require access to the Sites; and

13.1.5 what impact the Buyer anticipates that the Required Action will have on the Supplier’s obligations to provide the Deliverables.

13.2 For as long as the Required Action is taking place:

13.2.1 the Supplier will not have to provide the Deliverables that are the subject of the Required Action;

13.2.2 no Deductions will be applicable in respect of Charges relating to the Deliverables that are the subject of the Required Action; and

13.2.3 the Buyer will pay the Charges to the Supplier after subtracting any applicable Deductions and the Buyer's costs of taking the Required Action.

13.3 The Buyer will give notice to the Supplier before it ceases to exercise its rights under the Step-In Process and within 20 Working Days of this notice the Supplier will develop a draft Step-Out Plan for the Buyer to approve.

13.4 If the Buyer does not approve the draft Step-Out Plan, the Buyer will give reasons and the Supplier will revise the draft Step-Out Plan and re-submit it for approval.

13.5 The Supplier shall bear its own costs in connection with any step-in by the Buyer under this Clause 13, provided that the Buyer shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Buyer under:

13.5.1 limbs (f) or (g) of the definition of a Step-In Trigger Event; or

13.5.2 limbs (h) and (i) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Buyer serving a notice under Clause 13.1 is identified as not being the result of the Supplier’s Default).

14. Ending the Framework Agreement

14.1 The Framework Agreement takes effect on the Effective Date and ends on the End Date or earlier if terminated under this Clause 14 or if required by Law.

14.2 The Buyer can extend the Framework Agreement for the Extension Period by giving the Supplier written notice before this Framework Agreement expires as described in the Award Form.

14.3 **Ending the Framework Agreement without a reason**

14.3.1 The Buyer has the right to terminate the Framework Agreement at any time without reason by giving the Supplier not less than 90 days' notice (unless a different notice period is set out in the Award Form) and if it is terminated Clause 14.6.3 applies.

14.4 **When the Buyer can end this Framework Agreement**

14.4.1 If any of the following events happen, the Buyer may immediately terminate the Framework Agreement by issuing a Termination Notice to the Supplier and the consequences of termination in Clause 14.5.1 apply:

(a) there's a Supplier Insolvency Event;

(b) there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan;

(c) the Buyer rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request;

(d) there's any Material Default of the Framework Agreement;

(e) there's any Material Default of any Joint Controller Agreement relating to the Framework Agreement;

(f) there's a Default of Clauses 2.6, 12, 31 or Schedule 28 (*ICT Services*) (where applicable);

(g) the performance of the Supplier causes a Critical KPI Failure to occur;

(h) there's a consistent repeated failure to meet the KPI in Schedule 10 (P*erformance Levels*);

(i) there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing;

(j) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them;

(k) the Supplier fails to comply with its legal obligations in the fields of environmental, social or employment Law when providing the Deliverables;

(l) the Supplier fails to comply with its obligations under Part D (*Pensions*) of Schedule 7 (*Staff Transfer*);

(m) the Supplier committing a material Default under Paragraphs 7.1.1 or 7.1.2 of Part D (*Pensions*) of Schedule 7 (*Staff Transfer)*;

(n) in accordance with Section 78, and/or Section 79 (where applicable), of the Procurement Act 2023, and provided that the requirements of Section 78(7) of the Procurement Act 2023 have been met, where:

(i) the Buyer considers that the Framework Agreement was awarded or modified in material breach of the Procurement Act 2023 or regulations made under it;

(ii) the Supplier has, since the award of the Framework Agreement become an excluded supplier or excludable supplier (including by reference to an associated person) as set out in Section 57 of the Procurement Act 2023 and provided that the conditions in Sections 78(8) (where applicable) of the Procurement Act 2023 have been met; and/or

(iii) any Subcontractor has, since the award of the Framework Agreement become an excluded supplier or excludable supplier as set out in Section 57 of the Procurement Act 2023 and provided that the conditions in Section 78(3) to 78(8) of the Procurement Act 2023 have been met;

(o) the Supplier fails to enter into a legally binding agreement with any Subcontractor in accordance with Section 72 of the Procurement Act 2023; and/or

(p) where any Subcontractor has, since the award of the Framework Agreement, become an excluded supplier or excludable supplier as defined in Section 57 of the Procurement Act 2023, provided that prior to exercising its right of termination under this Clause 14.4.1(p) the Buyer:

(i) has notified the Supplier of its intention to terminate under this Clause, and why the Buyer has decided to terminate the Framework Agreement;

(ii) has given the Supplier reasonable opportunity to make representations about whether this Clause applies and the Buyer's decision to terminate; and

(iii) has given the Supplier a reasonable opportunity to end its Sub-Contract with the excluded or excludable supplier, and if necessary, find an alternative Subcontractor.

14.5 **What happens if the Framework Agreement ends**

14.5.1 Where the Buyer terminates the **Framework Agreement** under Clauses 14.4.1 (excluding 14.4.1(n)(i)), 10.4, 12.3 or 36.3, Paragraph 7 of Part D of Schedule 7 (*Staff Transfer*), Paragraph 2.2 of Schedule 12 (*Benchmarking*) (where applicable), Paragraph 4.1 of Schedule 19 (*Corporate Resolution Planning*) (where applicable) Paragraph 7 of Schedule 24 (*Financial Difficulties*) (where applicable) or Paragraph 3.1.12(b) of Part A or Paragraph 3.8.2 of Part B (where applicable) of Schedule 26 (*Sustainability*) all of the following apply:

(a) the Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Framework Agreement Period;

(b) the Buyer's payment obligations under the Framework Agreement stop immediately;

(c) accumulated rights of the Parties are not affected;

(d) the Supplier must promptly delete or return the Government Data except where required to retain copies by Law, other than Government Data (i) that is Personal Data in respect of which the Supplier is a Controller; and (ii) in respect of which the Supplier has rights to hold the Government Data independently of the Contract;

(e) the Supplier must promptly return any of the Buyer's property provided under the Framework Agreement;

(f) the Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier); and

(g) the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.

14.5.2 If either Party terminates the Framework Agreement under Clause 24.3 or the Buyer terminates under Clause 14.4.1(n)(i):

(a) each party must cover its own Losses; and

(b) Clauses 14.5.1(b) to 14.5.1(g) apply.

14.5.3 The following Clauses survive the termination or expiry of the Framework Agreement: **Error! Reference source not found.**, 4, 6, 7.4, 7.5, 10, 14.5, 14.6.3, 15, 18, 19, 20, 21, 22, 23, 35.3.2, 39, 40, Schedule 1 (*Definitions*), Schedule 3 (*Charges*), Schedule 7 (*Staff Transfer*), Schedule 30 (*Exit Management*)) (if used), Schedule 6 (*Intellectual Property Rights*) and any Clauses and Schedules which are expressly or by implication intended to continue.

14.6 **When the Supplier (and the Buyer) can end the Framework Agreement**

14.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Framework Agreement if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of any total Call-Off Contract Value within 30 days of the date of the Reminder Notice.

14.6.2 The Supplier may terminate the Framework Agreement in accordance with Clauses 24.3 and 27.5.

14.6.3 Where the Buyer terminates the Framework Agreement under Clause 14.3 or the Supplier terminates the Framework Agreement under Clause 14.6.1 or 27.5:

(a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;

(b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence – the maximum value of this payment is limited to the total sum payable to the Supplier if the Framework Agreement had not been terminated; and

(c) Clauses 14.5.1(b) to 14.5.1(g) apply.

14.7 **Partially ending and suspending the Framework Agreement**

14.7.1 Where the Buyer may terminate the Framework Agreement it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Framework Agreement it can provide the Deliverables itself or buy them from a third party.

14.7.2 The Buyer can only partially terminate or suspend the Framework Agreement if the remaining parts of the Framework Agreement can still be used to effectively deliver the intended purpose.

14.7.3 The Parties must agree any necessary Variation required by this Clause 14.7 using the Variation Procedure, but the Supplier may not either:

(a) reject the Variation; or

(b) increase the Charges, except where the right to partial termination is under Clause 14.3.

14.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this Clause 14.7.

15. How much you can be held responsible for?

15.1 Each Party’s total aggregate liability in each Contract Year under the Framework Agreement (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified otherwise in the Award Form.

15.2 Neither Party is liable to the other for:

15.2.1 any indirect Losses; and/or

15.2.2 Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

15.3 In spite of Clause 15.1, neither Party limits or excludes any of the following:

15.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

15.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; and

15.3.3 any liability that cannot be excluded or limited by Law.

15.4 In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.4, 9.3.2, 10.2, 35.3.2 or Schedule 7 (*Staff Transfer*) of the Framework Agreement.

15.5 In spite of Clause 15.1, the Buyer does not limit or exclude its liability for any indemnity given under Clause 7 or Schedule 7 (*Staff Transfer*) of the Framework Agreement.

15.6 In spite of Clause 15.1, but subject to Clauses 15.2 and 15.3, the Supplier's total aggregate liability in each Contract Year of the Framework Agreement under Clause 18.6.4 is no more than the Data Protection Liability Cap.

15.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with the Framework Agreement, including any indemnities.

15.8 When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:

15.8.1 Deductions; and

15.8.2 any items specified in Clause 15.4.

15.9 If more than one Supplier is party to the Framework Agreement, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

16. Obeying the law

16.1 The Supplier shall comply with the provisions of Schedule 26 (*Sustainability*).

16.2 The Supplier shall comply with the provisions of:

16.2.1 the Official Secrets Acts 1911 to 1989; and

16.2.2 Section 182 of the Finance Act 1989.

16.3 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with the Framework Agreement.

16.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 16.1 and Clauses 31 to 36.

17. Insurance

17.1 The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 22 (*Insurance Requirements*).

18. Data protection and security

18.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 *(Processing Data)*.

18.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

18.3 The Supplier must ensure that any Supplier, Subcontractor and Subprocessor system (including any cloud services or end user devices used by the Supplier, Subcontractor and Subprocessor) holding any Government Data, including back-up data, is a secure system that complies with the Security Requirements (including Schedule 16 *(Security)* (if used)) and otherwise as required by Data Protection Legislation.

18.4 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.

18.5 If the Government Data is any of (i) corrupted, (ii) lost or (iii) sufficiently degraded, in each case as a result of the Supplier's Default, so as to be unusable the Buyer may either or both:

18.5.1 tell the Supplier (at the Supplier's expense) to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and

18.5.2 restore the Government Data itself or using a third party and shall be repaid by the Supplier any reasonable expenses incurred in doing so.

18.6 The Supplier:

18.6.1 must, subject to the Security Requirements, including in Schedule 16 *(Security)* (if used), provide the Buyer with copies of Government Data held by the Supplier or any Subcontractor in an agreed format (provided it is secure and readable) within 10 Working Days of a written request;

18.6.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;

18.6.3 must, subject to the Security Requirements including in Schedule 16 *(Security)* (if used), securely erase all Government Data held by the Supplier or a Subcontractor when asked to do so by the Buyer (and certify to the Buyer that it has done so) using a deletion method that ensures that even a determined expert using specialist techniques can recover only a small fraction of the data deleted, unless and to the extent required by Law to retain it, other than Government Data in respect of which the Supplier is a Controller, or the Supplier has rights to hold the Government Data independently of the Framework Agreement; and

18.6.4 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 or any Data Protection Legislation.

19. What you must keep confidential

19.1 Each Party must:

19.1.1 keep all Confidential Information it receives confidential and secure;

19.1.2 not disclose, use or exploit the Disclosing Party’s Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Framework Agreement; and

19.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

19.2 In spite of Clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

19.2.1 where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;

19.2.3 if the information was given to it by a third party without obligation of confidentiality;

19.2.4 if the information was in the public domain at the time of the disclosure;

19.2.5 if the information was independently developed without access to the Disclosing Party’s Confidential Information;

19.2.6 on a confidential basis, to its auditors or for the purpose of regulatory requirements;

19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and

19.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Framework Agreement. The Supplier Staff shall remain responsible at all times for compliance with the confidentiality obligations set out in the Framework Agreement by the persons to whom disclosure has been made.

19.4 The Buyer may disclose Confidential Information in any of the following cases:

19.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;

19.4.2 on a confidential basis to any other Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;

19.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

19.4.4 where requested by Parliament;

19.4.5 under Clauses 4.9 and 20; and

19.4.6 on a confidential basis under the audit rights in Clauses 6.5 to 6.9 (inclusive), Clause 13 (Step-in rights), Schedule 7 *(Staff Transfer)* and Schedule 30 (if used).

19.5 For the purposes of Clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 19.

19.6 Transparency Information and any information which is disclosed pursuant to Clause 20 is not Confidential Information.

19.7 The Supplier must not make any press announcement or publicise the Framework Agreement or any part of it in any way, without the prior written consent of the Buyer and must use all reasonable endeavours to ensure that Supplier Staff do not either.

20. When you can share information

20.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.

20.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

20.2.1 publish the Transparency Information; and

20.2.2 comply with any Request for Information,

20.2.3 any such co-operation and/or information from the Supplier shall be provided at no additional cost.

20.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request for Information and may talk to the Supplier to help it decide whether to publish information under Clause 20, taking into account any agreed Commercially Sensitive Information set out in Schedule 5. However, the extent, content and format of the disclosure shall be decided by the Buyer, in its sole discretion.

21. Invalid parts of the Framework Agreement

21.1 If any provision or part provision of the Framework Agreement is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Framework Agreement.

22. No other terms apply

22.1 The provisions incorporated into the Framework Agreement are the entire agreement between the Parties. The Framework Agreement replaces all previous statements, or agreements whether written or oral. No other provisions apply.

23. Other people's rights in this Framework Agreement

23.1 The provisions of Clauses 4.9, 8.2.3 and 8.2.4, Paragraphs 2.1 and 2.3 of Part A, Paragraphs 2.1, 2.3, 3.1 and 3.3 of Part B, Paragraphs 1.2, 1.4 and 1.7 of Part C, Part D and Paragraphs 1.4, 1.7, 2.3, 2.5 and 2.10 of Part E of Schedule 7 (*Staff Transfer*) and the provisions of Paragraph 3.1, 6.1, 7.2, 8.2, 8.5, 8.6 and 8.9 of Schedule 30 (*Exit Management*) (together "**Third Party Provisions**") confer benefits on persons named or identified in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act ("**CRTPA**").

23.2 Subject to Clause 23.1, no third parties may use the CRTPA to enforce any term of the Framework Agreement unless stated (referring to CRTPA) in the Framework Agreement. This does not affect third party rights and remedies that exist independently from CRTPA.

23.3 Except for the provisions of Clauses 4.9, 8.2.3 and 8.2.4, no Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.

23.4 Any amendments or modifications to the Framework Agreement may be made, and any rights created under Clause 23.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

24. Circumstances beyond your control

24.1 Either Party affected by a Force Majeure Event is excused from performing its obligations under the Framework Agreement while the inability to perform continues, if it both:

24.1.1 provides a Force Majeure Notice to the other Party; and

24.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

24.2 Any failure or delay by the Supplier to perform its obligations under the Framework Agreement that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

24.3 Either Party may partially or fully terminate the Framework Agreement if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

25. Relationships created by the Framework Agreement

25.1 The Framework Agreement does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

26. Giving up Framework Agreement rights

26.1 A partial or full waiver or relaxation of the terms of the Framework Agreement is only valid if it is stated to be a waiver in writing to the other Party.

27. Transferring responsibilities

27.1 The Supplier cannot assign, novate or in any other way dispose of the Framework Agreement or any part of it without the Buyer's written consent.

27.2 Subject to Schedule 27 (*Key Subcontractors*), the Supplier cannot sub-contract the Framework Agreement or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with information about the Subcontractor as it reasonably requests. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:

27.2.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

27.2.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers;

27.2.3 the proposed Subcontractor employs unfit persons; and/or

27.2.4 the proposed Subcontractor is an excluded or excludable supplier within the meaning of the Procurement Act 2023 and any associated regulations.

27.3 The Buyer can assign, novate or transfer the Framework Agreement or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

27.4 When the Buyer uses its rights under Clause 27.3 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

27.5 The Supplier may terminate the Framework Agreement novated under Clause 27.3 to a private sector body that is experiencing an Insolvency Event.

27.6 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

27.7 If at any time the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

27.7.1 their name;

27.7.2 the scope of their appointment;

27.7.3 the duration of their appointment;

27.7.4 a copy of the Sub-Contract; and

27.7.5 whether the Supplier considers that an exclusion ground within the meaning of the Procurement Act 2023 and any associated regulations does or may apply to the Sub-contractor.

28. Changing the Framework Agreement

28.1 Either Party can request a Variation to the Framework Agreement which is only effective if agreed in writing, including where it is set out in the Variation Form, and signed by both Parties.

28.2 The Supplier must provide an Impact Assessment either:

28.2.1 with the Variation Form, where the Supplier requests the Variation; and

28.2.2 within the time limits included in a Variation Form requested by the Buyer.

28.3 If the Variation to the Framework Agreement cannot be agreed or resolved by the Parties, the Buyer can either:

28.3.1 agree that the Framework Agreement continues without the Variation; and

28.3.2 refer the Dispute to be resolved using Clause 39 (*Resolving Disputes*).

28.4 The Buyer is not required to accept a Variation request made by the Supplier.

28.5 The Supplier may only reject a Variation requested by the Buyer if the Supplier:

28.5.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Law; or

28.5.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that neither the Tender nor the Specification state that the Supplier has the required technical capacity or flexibility to implement the Variation.

28.6 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.

28.7 If there is a Specific Change in Law or one is likely to happen during this Framework Agreement Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical and say if they think any Variation is needed either to the Deliverables, the Charges or the Framework Agreement and provide evidence:

28.7.1 of how it has affected the Supplier's costs; and

28.7.2 that the Supplier has kept costs as low as possible, including in Subcontractor costs.

28.8 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 28.1 to 28.4.

29. How to communicate about the Framework Agreement

29.1 All notices under the Framework Agreement must be in writing and be served by e-mail unless it is not practicable to do so.

29.2 If it is not practicable for a notice to be served by e-mail in accordance with Clause 29.1, notices can be served my means of personal delivery or Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery. If either of these options are used to serve a notice, such notices are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise, the notice is effective on the next Working Day.

29.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or e-mail address in the Award Form.

29.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

30. Dealing with claims

30.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

30.2 At the Indemnifier's cost the Beneficiary must both:

30.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and

30.2.2 give the Indemnifier reasonable assistance with the claim if requested.

30.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.

30.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

30.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

30.6 Each Beneficiary must use all reasonable endeavours to minimise and mitigate any losses that it suffers because of the Claim.

30.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

30.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; and

30.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

31. Exclusions

31.1 During the Framework Agreement Period the Supplier shall notify the Buyer as soon as reasonably practicable if:

31.1.1 the Supplier considers that an exclusion ground within the Procurement Act 2023 and any associated regulations applies to the Supplier, including where the Supplier is put on the debarment list or becomes an excluded or excludable supplier by virtue of any associated persons or subcontractors where information relating to such was provided under Section 28 of the Procurement Act 2023; and/or

31.1.2 there are any changes to the Supplier's associated persons within the meaning of the Procurement Act 2023.

31.2 If the Supplier notifies the Buyer in accordance with Clause 31.1.1 then the Supplier must promptly provide any information the Buyer reasonably requests in relation to the notification, including information to support an assessment of whether the circumstances giving rise to the exclusion ground are continuing or likely to occur again.

31.3 If the Supplier notifies the Buyer in accordance with Clause 31.1.2 then the Supplier must promptly provide any information reasonably requested by the Buyer in relation to the change to the Supplier's associated persons, including any information set out in the Procurement Regulations 2024.

31.4 The Buyer may terminate the Framework Agreement if:

31.4.1 the Supplier has failed to provide notification under Clause 31.1.1 as soon as reasonably practicable after the Supplier become aware that an exclusion ground within the Procurement Act 2023 and any associated regulations does or may apply to the Supplier;

31.4.2 the Supplier has failed to provide notification under Clause 31.1.2 as soon as reasonably practicable after the Supplier becoming aware of any changes to the Supplier's associated persons within the meaning of the Procurement Act 2023; and/or

31.4.3 any notification or information provided by the Supplier under Clause 31.1, 31.2 and/or 31.3 is incomplete, inaccurate or misleading, 31.4.4 and the consequences of termination set out in Clause 14.5.1 shall apply.

31.5 Clause 31.4 is without prejudice to the Buyer's rights to terminate the Framework Agreement in accordance with Clause 14.4.1(n).

32. Equality, diversity and human rights

32.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Framework Agreement, including:

32.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

32.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

32.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the EHRC (or any successor organisation) when working on the Framework Agreement.

33. Health and safety

33.1 The Supplier must perform its obligations meeting the requirements of:

33.1.1 all applicable Law regarding health and safety; and

33.1.2 the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

33.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of the Framework Agreement.

34. Environment

34.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

34.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

35. Tax

35.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Framework Agreement where the Supplier has not paid a minor tax or social security contribution.

35.2 Where the Charges payable under the Framework Agreement are or are likely to exceed £5 million at any point during the relevant Framework Agreement Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within 5 Working Days including:

35.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and

35.2.2 other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.

35.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay NIC in the UK relating to payment received under the Framework Agreement, the Supplier must both:

35.3.1 comply with the Income Tax (Earnings and Pensions) Act 2003, the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to income tax and NIC (including IR35); and

35.3.2 indemnify the Buyer against any Income Tax, NIC and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Framework Agreement Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

35.4 At any time during the Framework Agreement Period, the Buyer may specify information that the Supplier must provide with regard to the Supplier, the Supplier Staff, the Workers, or the Supply Chain Intermediaries and set a deadline for responding, which:

35.4.1 demonstrates that the Supplier, Supplier Staff, Workers, or Supply Chain Intermediaries comply with the legislation specified in Clause 35.3.1, or why those requirements do not apply; and

35.4.2 assists with the Buyer's due diligence, compliance, reporting, or demonstrating its compliance with any of the legislation in Clause 35.3.1.

35.5 The Buyer may supply any information they receive from the Supplier under Clause 35.4 to HMRC for revenue collection and management and for audit purposes.

35.6 The Supplier must inform the Buyer as soon as reasonably practicable if there any Workers or Supplier Staff providing services to the Buyer who are contracting, begin contracting, or stop contracting via an intermediary which meets one of conditions A-C set out in Section 61N of the Income Tax (Earnings and Pensions) Act 2003 and/or Regulation 14 of the Social Security Contributions (Intermediaries) Regulations 2000.

35.7 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

35.7.1 the Buyer may, at any time during the Framework Agreement Period, request that the Worker provides information which demonstrates they comply with Clause 35.3.1, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

35.7.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

35.7.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 35.3.1 or confirms that the Worker is not complying with those requirements; and

35.7.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

36. Conflict of interest

36.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

36.2 The Supplier must promptly notify and provide details to the Buyer if an actual, perceived or potential Conflict of Interest happens or is expected to happen.

36.3 The Buyer will consider whether there are any reasonable steps that can be put in place to mitigate an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such steps do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate its Framework Agreement immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and, subject to Clause 36.4, where the reason for the unresolvable actual or potential Conflict of Interest is in the reasonable opinion of the Buyer

36.3.1 outside of the control of the Supplier, Clauses 14.5.1(b) to 14.5.1(g) shall apply; or

36.3.2 within the control of the Supplier, the whole of Clause 14.5.1 shall apply.

36.4 Where the Supplier has failed to notify the Buyer about an actual or potential Conflict of Interest and the Buyer terminates under Clause 36.3, the whole of Clause 14.5.1 applies.

37. Reporting a breach of the Framework Agreement

37.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected:

37.1.1 breach of Law;

37.1.2 Default of Clause 16.1; and

37.1.3 Default of Clauses 31 to 36.

37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach or Default listed in Clause 37.1 to the Buyer or a Prescribed Person.

38. Further Assurances

38.1 Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of the Framework Agreement.

39. Resolving disputes

39.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute by commercial negotiation.

39.2 If the Parties cannot resolve the Dispute via commercial negotiation, they can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 39.4 to 39.6.

39.3 Unless the Buyer refers the Dispute to arbitration using Clause 39.5, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

39.3.1 determine the Dispute;

39.3.2 grant interim remedies; and

39.3.3 grant any other provisional or protective relief.

39.4 The Buyer has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

39.5 The Buyer may refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 39.4, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 39.5.

39.6 The Supplier cannot suspend the performance of the Framework Agreement during any Dispute.

40. Which law applies

40.1 The Framework Agreement and any Disputes arising out of, or connected to it, are governed by English law.

Schedule 1 (Definitions)

1. Definitions

1.1. In the Framework Agreement, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (*Definitions*) or the relevant Schedule in which that capitalised expression appears.

1.2. If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3. In the Framework Agreement, unless the context otherwise requires:

1.3.1. reference to a gender includes the other gender and the neuter;

1.3.2. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

1.3.3. a reference to any Law includes a reference to that Law as modified, amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act 2023) before or after the date of the Contract and any prior or subsequent legislation under it;

1.3.4. the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";

1.3.5. references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

1.3.6. references to "representations" shall be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Framework Agreement;

1.3.7. references to "Clauses" and "Schedules" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, Paragraphs, Annexes and tables are, unless otherwise provided, references to the parts, Paragraphs, Annexes and tables of the Schedule in which these references appear;

1.3.8. references to "Paragraphs" are, unless otherwise provided, references to the Paragraph of the appropriate Schedules unless otherwise provided;

1.3.9. references to a series of Clauses or Paragraphs shall be inclusive of the Clause or Paragraph numbers specified;

1.3.10. where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;

1.3.11. any reference in the Framework Agreement which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time) 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 IP Completion 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

1.3.12. a reference to a document (including the Framework Agreement) is to that document as varied, amended, novated, ratified or replaced from time to time.

1.4. In the Framework Agreement, unless the context otherwise requires, the following words shall have the following meanings:

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and **"Achieved"**, **"Achieving"** and **"Achievement"** shall be construed accordingly;
"Additional FDE Group Member"	any entity (if any) specified as an Additional FDE Group Member in Part A of Annex 3 of Schedule 24 (*Financial Difficulties*);
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Allowable Assumptions"	the assumptions (if any) set out in Annex 2 of Schedule 3 (*Charges*);
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and **"Approve"** and **"Approved"** is construed accordingly;
"Associates"	in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the

	voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
"Audit"	the Buyer's right to: a. verify the integrity and content of any Financial Report; b. verify the accuracy of the Charges and any other amounts payable by the Buyer under a Framework Agreement (including proposed or actual variations to them in accordance with the Framework Agreement); c. verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; d. verify the Open Book Data; e. verify the Supplier's and each Subcontractor's compliance with the applicable Law; f. identify or investigate actual or suspected breach of Clauses 3 to 37 and/or Schedule 26 (*Sustainability*), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; g. identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; h. obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; i. review any books of account and the internal contract management accounts kept by the Supplier in connection with the Framework Agreement;

	j. carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts; k. enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
"Auditor"	a. the Buyer's internal and external auditors; b. the Buyer's statutory or regulatory auditors; c. the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d. HM Treasury or the Cabinet Office; e. any party formally appointed by the Buyer to carry out audit or similar review functions; and f. successors or assigns of any of the above;
"Award Form"	the document outlining the Incorporated Terms and crucial information required for the Framework Agreement or Call-Off Contract, to be executed by the Supplier and the Buyer;
“Basware”	Basware eMarketplace, the procurement software used by the Buyer for its financial transactions;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under the Framework Agreement;
"Buyer"	the public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Framework Agreement;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Framework Agreement initially identified in the Award Form;
"Buyer Cause"	has the meaning given to it in the Award Form;
"Buyer Equipment"	any hardware, computer or telecoms devices, and equipment that forms part of the Buyer System;
"Buyer Existing IPR"	any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Crown Body, any

	Crown IPR, and which are or have been developed independently of the Framework Agreement (whether prior to the Effective Date or otherwise);
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them), or at which the Deliverables will be performed;
"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with the Framework Agreement;
“Buyer Software”	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's information and communications technology system, including any software or Buyer Equipment, owned by the Buyer, or leased or licenced to it by a third party, that: a. is used by the Buyer or the Supplier in connection with the Framework Agreement; b. interfaces with the Supplier System; and/or c. is necessary for the Buyer to receive the Services;
"Buyer Third Party"	any supplier to the Buyer (other than the Supplier), which is notified to the Supplier from time to time;
"Buyer's Confidential Information"	a. all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR); b. any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with the Framework Agreement; and information derived from any of the above;
“Call-Off Contract”	a contract between a Customer and the Supplier (entered into pursuant to the provisions of the Framework Agreement), which consists of the terms set

	out and referred to in the Order Form and the Call-Off Order Terms;
“Call-Off Procedure”	the process for awarding a Call-Off Contract as set out in Schedule 36 (Call-Off Procedure);
“Call-Off Order Terms”	the standard terms and conditions for each Call-Off Contract set out in Schedule 37 (Call-Off Order Terms);
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Framework Agreement which comes into force after the Effective Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Framework Agreement, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under the Framework Agreement less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under the Framework Agreement;
"Code"	in respect of the Developed System means: a. the source code; b. the object code; c. third party components, including third party coding frameworks and libraries; and d. all supporting documentation;
"Commercially Sensitive Information"	the Confidential Information listed in Schedule 5 (*Commercially Sensitive Information*) (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Confidential Information"	any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not

	it is marked as "**confidential**") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a direct or indirect conflict between the financial, professional or personal interests of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
"Contract"	the Framework Agreement between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form and includes any Call-Off Contracts;
"Contract Period"	the term of the Framework Agreement from the earlier of the: a. Start Date; or b. the Effective Date until the End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under the Framework Agreement where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Effective Date or each anniversary thereof;
"Control"	control in either of the senses defined in Sections 450 and 1124 of the Corporation Tax Act 2010 and **"Controlled"** is construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Core Terms"	the Buyer's terms and conditions which apply to and comprise one part of the Framework Agreement set out in the document called **"Core Terms"**;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a. the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i. base salary paid to the Supplier Staff; ii. employer's National Insurance contributions; iii. pension contributions; iv. car allowances; v. any other contractual employment benefits;

vi. staff training;

vii. work place accommodation;

viii. work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and

ix. reasonable recruitment costs, as agreed with the Buyer;

b. costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;

c. operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and

d. Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables;

but excluding:

a. Overhead;

b. financing or similar constraints;

c. maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Framework Agreement Period whether in relation to Supplier Assets or otherwise;

d. taxation;

e. fines and penalties;

	f. amounts payable under Schedule 12 (*Benchmarking*) where such Schedule is used; and g. non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"COTS Software" or "Commercial off the shelf Software"	non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
"Critical KPI Failure"	has the meaning given to it in the Award Form;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Crown IPR"	any IPR which is owned by or licensed to the Crown, and which are or have been developed independently of the Framework Agreement (whether prior to the Effective Date or otherwise);
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under the Framework Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of the Framework Agreement, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	a. the UK GDPR; b. the DPA 2018 to the extent that it relates to processing of personal data and privacy; c. all applicable Law about the processing of personal data and privacy; and d. (to the extent that it applies) the EU GDPR;
"Data Protection Liability Cap"	has the meaning given to it in the Award Form;

"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under the Framework Agreement;
"Default"	any breach of the obligations of the Supplier (including abandonment of the Framework Agreement in breach of its terms) or any other default (including Material Default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of the Framework Agreement and in respect of which the Supplier is liable to the Buyer;
"Defect"	any of the following: a. any error, damage or defect in the manufacturing of a Deliverable; or b. any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or c. any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under the Framework Agreement; or d. any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under the Framework Agreement;
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;

"Deliverables"	Goods, Services or software that may be ordered and/or developed under the Framework Agreement including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of the Framework Agreement as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (*Implementation Plan and Testing)* is used issue by the Buyer of a Satisfaction Certificate. **"Deliver"** and **"Delivered"** are construed accordingly;
"Dependent Parent Undertaking"	any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Framework Agreement, including the provision of the Services in accordance with the Framework Agreement;
["Developed System"	any software or system that the Supplier will develop under the Contract: a. as part of the Services; b. to provide the Services; or c. to Handle Government Data.
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 19 *(What you must keep confidential)*;
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Framework Agreement or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 39 *(Resolving disputes)*;

"Documentation"	descriptions of the Services and Key Performance Indicators, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under the Framework Agreement as: a. would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b. is required by the Supplier in order to provide the Deliverables; and/or c. has been or shall be generated for the purpose of providing the Deliverables;
"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;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer prior to the Effective Date;
"Effective Date"	the date on which the final Party has signed the Framework Agreement;
"EIR"	the Environmental Information Regulations 2004;
“Electronic Invoice Standard”	in relation to an electronic invoice means a form that: a. complies with the standard for electronic invoicing approved and issued by the British Standards Institution in the document numbered BS EN 16931-1:2017 (Electronic invoicing - Part 1: Semantic data model of the core elements of an electronic invoice); and b. uses a syntax which is listed as a syntax that complies with that standard in the document numbered PD CEN/TS 16931-2:2017 (Electronic invoicing - Part 2: List of syntaxes that comply

	with EN 16931-1) approved and issued by the British Standards Institution;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
"End Date"	the earlier of: a. the Expiry Date as extended by the Buyer under Clause 14.2; or b. if the Framework Agreement is terminated before the date specified in (a) above, the date of termination of the Framework Agreement;
"End User"	a party that is accessing the Deliverables provided pursuant to the Framework Agreement (including the Buyer where it is accessing services on its own account as a user);
“EHRC”	the Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Escalation Meeting"	a meeting between the Supplier Authorised Representative and the Buyer Authorised Representative to address issues that have arisen during the Rectification Plan Process;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;
"Estimated Yearly Charges"	for the purposes of calculating each Party's annual liability under Clause 15.1 means: a. in the first Contract Year, the Estimated Year 1 Charges; or b. in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or c. after the end of the Framework Agreement, the Charges paid or payable in the last Contract Year during the Framework Agreement Period;
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of

	personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Framework Agreement (whether prior to the Start Date or otherwise);
"Exit Plan"	has the meaning given to it in Paragraph 8.5-8.8 of Schedule 2 (*Specification*);
"Expiry Date"	the date of the end of the Framework Agreement as stated in the Award Form;
"Extension Period"	such period or periods beyond which the Initial Period may be extended, specified in the Award Form;
"FDE Group"	the Supplier and any Additional FDE Group Member;
"Financial Distress Event"	the occurrence of one or more the following events: a. the credit rating of any FDE Group entity drops below the applicable Credit Rating Threshold of the relevant Rating Agency; b. any FDE Group entity issues a profits warning to a stock exchange or makes 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 any FDE Group entity; d. any FDE Group entity commits a material breach of covenant to its lenders; e. a Key Subcontractor notifies the Buyer that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute; f. any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than nine (9) months after its accounting reference date without an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate; g. any FDE Group entity is late to file its annual accounts without a public notification or an

explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate;

h. the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;

i. any of the following:

   i. any FDE Group entity makes a public announcement which contains commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;

   ii. commencement of any litigation against any FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;

   iii. non-payment by any FDE Group entity of any financial indebtedness;

   iv. any financial indebtedness of any FDE Group entity becoming due as a result of an event of default;

   v. the cancellation or suspension of any financial indebtedness in respect of any FDE Group entity; or

   vi. an external auditor of any FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE Group entity,

j. in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with the Framework Agreement;

k.

"Financial Report"	a report provided by the Supplier to the Buyer that: a. to the extent permitted by Law, provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier; b. to the extent permitted by Law, provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer); c. is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Effective Date for the purposes of the Contract; and d. is certified by the Supplier's Chief Financial Officer or Director of Finance;
"Financial Transparency Objectives"	a. the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and the Supplier Profit Margin so that it can understand any payment sought by the Supplier; b. the Parties being able to understand Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques; c. the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges; d. the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services; e. the Parties challenging each other with ideas for efficiency and improvements; and f. enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to

	time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from: a. acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under the Framework Agreement; b. riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c. acts of a Crown Body, local government or regulatory bodies; d. fire, flood or any disaster; or e. an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: i. any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii. any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii. any failure of delay caused by a lack of funds, and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
“Framework Agreement”	these terms and conditions, the attached Schedules and any other provisions the Parties expressly agree are included;
“Framework Supplier”	a Supplier who has been appointed by the Authority as a supplier in response to the Invitation to Tender;

"General Anti-Abuse Rule"	a. the legislation in Part 5 of the Finance Act 2013; and b. any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Schedule 2 (*Specification*) and in relation to the Framework Agreement;
"Good Industry Practice"	at any time the standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	any: a. data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media; b. Personal Data for which the Buyer is a, or the, Controller; or c. any meta-data relating to categories of data referred to in (a) or (b), that: i. is supplied to the Supplier by or on behalf of the Buyer; or

	ii. that the Supplier is required to generate, Process, Handle, store or transmit under the Framework Agreement;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (*Guarantee*) in relation to the Framework Agreement;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"Handle"	any operation performed on data, whether or not by automated means, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of that data;
"HMRC"	HM Revenue and Customs;
"ICT Environment"	the Buyer System and the Supplier System;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Award Form (if used), which is in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Buyer completed in good faith, including: a. details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Framework Agreement; b. details of the cost of implementing the proposed Variation; c. details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;

	d. a timetable for the implementation, together with any proposals for the testing of the Variation; and e. such other information as the Buyer may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (*Implementation Plan and Testing*) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Incorporated Terms"	the contractual terms applicable to the Framework Agreement specified in the Award Form;
"Indemnifier"	a Party from whom an indemnity is sought under the Framework Agreement;
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Indexation"	the adjustment of an amount or sum in accordance with the Framework Agreement;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of the Framework Agreement specified in the Award Form;
"Insolvency Event"	with respect to any person, means: a. that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: i. (being a company or an LLP) is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or ii. (being a partnership) is deemed unable to pay its debts within the meaning of Section 222 of the Insolvency Act 1986; b. that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a

moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, an LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;

c. another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;

d. a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;

e. that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

f. where that person is a company, an LLP or a partnership:

i. a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;

ii. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;

iii. (being a company or an LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or

iv. (being a partnership) the holder of an agricultural floating charge over the assets of that person has

	become entitled to appoint or has appointed an agricultural receiver; or g. any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Framework Agreement Period to install the Goods in accordance with the Framework Agreement;
"IPR"	a. copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information; b. applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c. all other rights having equivalent or similar effect in any country or jurisdiction;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR (excluding COTS Software where Part B of Schedule 6 (*Intellectual Property Rights*) is used), used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under the Framework Agreement;
"IR35"	means Chapter 8 and Chapter 10 of Part 2 of Income Tax (Earnings and Pensions) Act 2003 and the Social Security Contributions (Intermediaries) Regulations 2000;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (*Processing Data*);
"Joint Control"	where 2 or more Controllers jointly determine the purposes and means of Processing;

"Joint Controllers"	has the meaning given in Article 26 of the UK GDPR, or EU GDPR, as the context requires;
"Key Staff"	the persons who the Supplier shall appoint to fill key roles in connection with the Services as listed in Annex 1 of Schedule 29 (*Key Supplier Staff*);
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	any Subcontractor: a. which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b. which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c. with a Sub-Contract with the Framework Agreement value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Framework Agreement, and the Supplier shall list all such Key Subcontractors in the Award Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the Effective Date;
“KPI”	any key performance indicators applicable to the provision of the Deliverables under the Framework Agreement (as specified in the Annex to Part A of Schedule 10 (*Performance Levels*));
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Law Enforcement Processing"	processing under Part 3 of the DPA 2018;

"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **"Loss"** shall be interpreted accordingly;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Material Default"	a single serious Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied)
"Marketing Contact"	is the person identified in the Award Form;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and **"Monthly"** is interpreted accordingly;
"NIC"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	a. IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Framework Agreement and updates and amendments of these items including database schema; and/or b. IPR in or arising as a result of the performance of the Supplier's obligations under the Framework Agreement and all updates and amendments to the same; but shall not include the Supplier's Existing IPR**;**
"New IPR Item"	a deliverable, document, product or other item within which New IPR subsists;
"Notifiable Default"	a. the Supplier commits a Material Default; and/or

b. the performance of the Supplier is likely to cause or causes a Critical KPI Failure;

"Object Code"	software and/or data in machine-readable complied object code form;
"Open Book Data"	complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Framework Agreement, including details and all assumptions relating to:

a. the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;

b. operating expenditure relating to the provision of the Deliverables including an analysis showing:

i. the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;

ii. manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;

iii. a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and

iv. Reimbursable Expenses, if allowed under the Award Form;

c. Overheads;

d. all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;

e. the Supplier Profit achieved over the Framework Agreement Period and on an annual basis;

f. confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;

	g. an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and h. the actual Costs profile for each Service Period;
"Open Licence"	any material that is published for use, with rights to access, copy, modify and publish, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles, and includes the Open Source publication of Software;
"Open Source"	computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;
"Open Licence Publication Material"	items created pursuant to the Framework Agreement which the Buyer may wish to publish as Open Licence which are supplied in a format suitable for publication under Open Licence;
"Order Form"	the standard template for placing an order under this Framework Agreement, as set out in Annex 1 to Schedule 36 *(Call-Off Procedure).*
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parent Undertaking"	has the meaning set out in Section 1162 of the Companies Act 2006;
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	the Buyer or the Supplier and **"Parties"** shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in "Whistleblowing: list of prescribed people and bodies", 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies;
“Price”	the price (excluding any applicable VAT) payable to the Supplier by a Customer under a Call-Off Contract, in accordance with the provisions of Schedule 2 *(Specification)* for the full and proper performance by the Supplier of its obligations under the relevant Call-Off Contract.
"Processing"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires, and **"Process"** shall be construed accordingly;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Framework Agreement;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Protective Measures"	technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation including 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, including those outlined in Schedule 16 (*Security*) (if used) and Schedule 20 (*Processing Data*);
"Provisional Supplier Staff List"	has the meaning given in Schedule 7 (*Staff Transfer*);
"Public Sector Body "	a formally established organisation that is (at least in part) publicly funded to deliver a public or Government service;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;

"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (*Rectification Plan*) which shall include: a. full details of the Notifiable Default that has occurred, including a root cause analysis; b. the actual or anticipated effect of the Notifiable Default; and c. the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 11 *(Rectifying issues)*;
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: a. travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b. subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 14.6.1 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables, whether those goods are provided by the Buyer internally and/or by any third party;

"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to the Framework Agreement for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Action"	the action the Buyer will take and what Deliverables it will control during the Step-In Process;
"Required Insurances"	the insurances required by Schedule 22 (*Insurance Requirements*);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (*Implementation Plan and Testing*) or as agreed by the Parties where Schedule 8 is not used in the Framework Agreement) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to the Framework Agreement which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (*Security*) (if applicable);
“Security Requirements”	the security requirements in the Award Form including Schedule 16 (*Security*) (if used);
"Serious Fraud Office"	the Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Credits"	any service credits specified in the Annex to Part A of Schedule 10 (*Performance Levels*) being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Performance Levels;
"Service Period"	has the meaning given to it in the Award Form;
“Service Recipient”	means a person named as such in Annex 1 to Schedule 17;
"Services"	services made available by the Supplier as specified in Schedule 2 (*Specification*) and in relation to the Framework Agreement;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises): a. from, to or at which: i. the Deliverables are (or are to be) provided; or

	ii. the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; b. where: i. any Supplier Equipment or any part of the Supplier System is located; ii. any physical interface with the Buyer System takes place;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Social Value"	the additional social benefits that can be achieved in the delivery of the Framework Agreement set out in Schedule 2 (*Specification*) and Schedule 10 (*Performance Levels*);
"Social Value KPIs"	the Social Value priorities set out in Schedule 2 (Specification) and Schedule 10 (*Performance Levels*);
"Software"	any software including Specially Written Software, COTS Software and software that is not COTS Software;
"Software Supporting Materials"	has the meaning given to it in Schedule 6 (*Intellectual Property Rights*);
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Special Terms"	any additional terms and conditions set out in the Award Form incorporated into the Framework Agreement;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of the Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable

	Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Effective Date;
"Specification"	the specification set out in Schedule 2 (*Specification*);
"Standards"	any: a. standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b. standards detailed in the specification in Schedule 2 (*Specification*); c. standards agreed between the Parties from time to time; d. relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	the date specified on the Award Form;
"Step-In Process"	the process set out in Clause 13 *(Step-in rights)*;
"Step-In Trigger Event"	the occurrence of any of the following: a. the Supplier's level of performance constituting a Critical KPI Failure; b. the Supplier committing a Material Default which is irremediable; c. where a right of termination is expressly reserved in the Framework Agreement; d. an Insolvency Event occurring in respect of the Supplier or any Guarantor; e. a Default by the Supplier that is materially preventing or materially delaying the provision of the Deliverables or any material part of them; f. the Buyer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under the Framework Agreement;

	g. the Buyer being advised by a regulatory body that the exercise by the Buyer of its rights under Clause 13 is necessary; h. the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Deliverables; and/or i. a need by the Buyer to take action to discharge a statutory duty;
"Step-Out Plan"	the Supplier's plan that sets out how the Supplier will resume the provision of the Deliverables and perform all its obligations under the Framework Agreement following the completion of the Step-In Process;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than the Framework Agreement, pursuant to which a third party: a. provides the Deliverables (or any part of them); b. provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c. is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Processor related to the Framework Agreement;
"Subsidiary Undertaking"	has the meaning set out in Section 1162 of the Companies Act 2006;
"Supplier"	the person, firm or company identified in the Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Framework Agreement but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Award Form, or later defined in the Framework Agreement;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under the Framework Agreement;

"Supplier Existing IPR"	any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of the Framework Agreement (whether prior to the Effective Date or otherwise);
"Supplier Existing IPR Licence"	a licence to be offered by the Supplier to the Supplier Existing IPR as set out in Schedule 6 (*Intellectual Property Rights*);
"Supplier Group"	the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"Supplier New and Existing IPR Licence"	a licence to be offered by the Supplier to the New IPR and Supplier Existing IPR as set out in Schedule 6 (*Intellectual Property Rights*);
"Supplier Non-Performance"	where the Supplier has failed to: a. Achieve a Milestone by its Milestone Date; b. provide the Goods and/or Services in accordance with the Key Performance Indicators; and/or c. comply with an obligation under the Framework Agreement;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms) but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of the Framework Agreement for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	any individual engaged, directly or indirectly, or employed by the Supplier or any Subcontractor, in the management or performance of the Supplier's obligations under the Framework Agreement;
"Supplier System"	the information and communications technology system used by the Supplier or any Subcontractor in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);
"Supplier's Confidential Information"	a. any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;

	b. any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with the Framework Agreement; and c. information derived from any of (d) and (e) above;
"Supplier's Contract Manager"	the person identified in the Award Form appointed by the Supplier to oversee the operation of the Framework Agreement and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supply Chain Intermediary"	any entity (including any company or partnership) in an arrangement with a Worker, where the Worker performs or is under an obligation personally to perform, services for the Buyer;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Framework Agreement detailed in the information are properly payable;
"Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (*Tender*);
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of Schedule 30 (*Exit Management*);
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of Schedule 30 (*Exit Management*);
"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 the Framework Agreement on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in the Framework Agreement;
"Test Plan"	a plan:

	a. for the Testing of the Deliverables; and b. setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to the Framework Agreement as set out in the Test Plan or elsewhere in the Framework Agreement and **"Tested"** shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Third Party IPR Licence"	a licence to the Third Party IPR as set out in Schedule 6 (*Intellectual Property Rights*);
"Transparency Information"	a. any information permitted or required to be published by the Procurement Act 2023, any regulations published under it, and any Procurement Policy Notes, subject to any exemptions set out in Sections 94 and 99 of the Procurement Act 2023 which shall be determined by the Buyer taking into account Schedule 5 (*Commercially Sensitive Information*); b. any information about the Framework Agreement, including the content of the Framework Agreement requested and required to be disclosed under FOIA or the EIRs, and any changes to the Framework Agreement agreed from time to time, subject to any relevant exemptions, which shall be determined by the Buyer taking into account Schedule 5 (*Commercially Sensitive Information*); c. any information which is published in accordance with guidance issued by the Government, from time to time; and d. any of the information that the Buyer is permitted or required to publish by the Procurement Act 2023, any regulations published under it and any Procurement Policy Notes, relating to the performance of the Supplier against any KPI and any information contained in any Performance Monitoring Reports (as that term is defined in Schedule 10 (*Performance Levels*)), subject to any exemptions set out in Sections 94 and 99 of the Procurement Act 2023, or under the provisions of FOIA, which shall be determined by the Buyer taking into account Commercially

	Sensitive Information listed in Schedule 5 (*Commercially Sensitive Information*) (if any);
"UK GDPR"	has the meaning as set out in Section 3(10) of the DPA 2018, supplemented by Section 205(4) of the DPA 2018;
“US Data Privacy Framework”	as applicable: (a) the UK Extension to the EU-US Data Privacy Framework; and/or (b) the EU-US Data Privacy Framework;
"Variation"	a variation to the Framework Agreement;
"Variation Form"	the form set out in Schedule 21 (*Variation Form*);
"Variation Procedure"	the procedure set out in Clause 28 *(Changing the contract)*;
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Verification Period"	has the meaning given to it in the table in Annex 2 of Schedule 3 (*Charges*);
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Worker"	any individual that personally performs, or is under an obligation personally to perform services for the Buyer; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form.

Schedule 2 (Specification)

This Schedule sets out what the Buyer wants.

For all Deliverables, the Supplier must help the Buyer comply with any specific applicable Standards of the Buyer.

Specification

Supervision of Forensic Psychologists in Training

Prj_14633

Definitions

Defined Term	Definition
Accredited Offending Behaviour Programmes (AOBP's)	An Accredited Offending Behaviour Programme (AOBP) is a rehabilitative programme which has been awarded Accredited status by the HMPPS Rehabilitation Board based on recommendations from the Correctional Services Accreditation and Advice Panel (CSAAP).
Additional Work	Has definition given in Part B of the Additional Work Approval Form paragraph 1
Additional/Designated Supervision	Has definition given to it in paragraph 5.7 of the Specification
Additional/Designated Supervisor	Has definition given to it in paragraph 2.4.2 of the Specification
Approval Status	Status applied by PSG to each Individual working for a Supplier who may have access to HMPPS information/data. The status category definitions are defined in the Approving Supplier Staff Process.
Authority	The Contracting Authority for the Framework Agreement. Used interchangeably with Buyer.
Call-Off Number	Number assigned to each "Call-Off Contract"
Capacity Report	A document used by the Supplier to provide details of their capacity to take on work in accordance with the capacity limitations detailed in paragraph 5.4 of the Specification.
Case Reviews	Case Review are not risk assessments. They are a Report that provides a psychological understanding of the Offender’s case.
Clinical	Of or relating to the practice of psychological assessment, diagnosis and treatment.
Clinical Approval	Approval of various clinical decisions, which must be provided by a Nominated Psychologist within HMPPS Psychology Services.
Clinical Difference of Opinion	Has definition given to it in Schedule 13 (Contract Management) paragraph 5.2.2
Clinical or Operational Issues	Has definition given to it in Schedule 13 (Contract Management) paragraph 5.1.1

Clinical Psychologist	This is a legally protected title which means only professionals meeting the criteria for Clinical Psychologists set out by the Health and Care Professions Council (HCPC) may use it.
Collateral	Written information relevant, obtained or produced for the assessment.
COM	Community Offender Manager, the individual responsible for the case in the community
Community	Refers to settings within the Community, where work is delivered to People on Probation or those Individuals on Licence.
Complaint	Has definition given to it in Schedule 13 (Contract Management) paragraph 4.3.
Complaints Procedure	Has definition given to it in Schedule 13 (Contract Management) paragraph 4.1.
Conclusion Point	The date by which commissioned work is considered to reach completion. This may vary by type and the expected conclusion point for work will be detailed within the NSR
Consultancy Projects	A project completed by the Trainee towards Qualification. Consultancy is concerned with giving information, advice, guidance and feedback to personnel, agencies and organisations to enable effective problem-solving and decision-making, formulation and implementation of policy and practice.
Continuous Professional Development (CPD)	Activities related to maintaining competence
Contract and/or Commercial Issues	Has definition given to it in Schedule 13 (Contract Management) paragraph 5.1.1
Contract Governance Meetings	Refers to any of the appropriate meeting forums where performance/delivery of the services needs to be discussed (e.g Exit Management Meeting, Contract Review Meeting or any other meeting held by the Authority)
Contract Review Meeting	Has definition given in section 3.2 of Schedule 13 (Contract Management)
Co-ordinating/ Clinical Supervision	Has definition given to it in paragraph 5.1 of the Specification
Co-ordinating/ Clinical Supervisor	Has definition given to in it paragraph 2.4.1 of the Specification

Custody/Custodial	Refers to a situation of detention in prison
Declaration of Interest	A formal statement made by an individual or organisation disclosing any personal, professional or financial interests that could potentially influence or be perceived to influence their decision making, actions or impartiality in relation to this Contract or activity.
Disruption	Means an identified event which either inhibits or adversely affects the Supplier from completing the extent of work and/or deadlines specified within the Call-Off, in line with the Requirements of the Specification.
DoCOD	HMPPS Directorate of Contracted Operational Delivery - (HMPPS Directorate responsible for managing the Framework Agreement with the Framework Suppliers)
Eligibility Database	Template to complete with Supplier's Staff and Practitioner information including their approval status and eligibility to work on the Contract.
Employment Status Questionnaire	Has definition given to it within the Approval of Supplier Staff Process
Enhanced Behavioural Monitoring (EBM) Case File Review	Prisoners will be assessed and managed via the Enhanced Behavioural Monitoring (EBM) process in order to help strengthen their desistance pathway ready for eventual release into the community. A CFR (case file review) is completed by a Psychologist in the initial stages of the EBM process in order to provide a psychological understanding of the prisoner's case from a risk perspective. (EBM Policy Guidance 2019)
Exit Management Meeting(s)	Meetings to track progress and manage risks associated with Supplier Exit from the Framework
Exit Plan	Both the Supplier and the Authority shall meet and agree in good faith working diligently together a detailed project plan ("Exit Plan") in respect of the performance of all of their obligations
Final Report	A completed report that has been approved through the QA process and has been accepted by the Authority.
Forensic Psychologist	This is a legally protected title which means only professionals meeting the criteria set out by the Health and Care

	Professions Council (HCPC) related to Forensic Psychologists may use it.
Forensic Setting/s	Means Criminal Justice & Legal System locations
GDPR	General Data Processing Regulations
Health and Care Professions Council (HCPC)	The HCPC is a regulator of health and care professions in the UK (which includes practitioner psychologists)
HM Prison sites	Refers to locations defined in "HM Prison Closed Estate" and "HM Prison Open Conditions".
HMPPS	His Majesty’s Prison and Probation Service
HMPPS Psychology Operational Delivery (POD)	Corporate Services for HMPPS Psychology Services
HMPPS Psychology Services	The team responsible for delivering and commissioning psychology services across HMPPS.
HMPPS Psychology Services Clinical Framework Lead	A clinical lead within HMPPS Psychology Services who provides advice and guidance on clinical issues
HMPPS Psychology Services Framework Portfolio Lead	A senior leader responsible for determining and authorising the service requirements for the Contracts
HMPPS Psychology Services Regional Framework SPoC	The person responsible at region for the clinical aspects of the framework.
HMPPS Psychology Services Regional Lead Psychologist	Psychologist within each of the PSG regions responsible for identifying and addressing delivery issues within that region
HMPPS Public Sector settings	Any locations operated/managed by HMPPS
Individual Intervention	A treatment that is delivered to a Prisoner by the Practitioner
MAPPA	Multi-agency Public Protection Arrangements
MAPPA Meeting	Meeting attended to discuss public protection arrangements for a Prisoner.

Meeting Member	Has definition given to it in Schedule 13 (Contract Management)
MoJ	Ministry of Justice
MoJ Commercial	The Commercial Directorate within the Ministry of Justice.
MoJ Commercial Manager	The Commercial Manager from the Ministry of Justice.
Nominated Psychologist	An HMPPS Psychologist nominated by the Authority as point of contact for a particular activity.
Non-HMPPS Locations	Service Delivery Sites not run by HMPPS
NSR	Initial Order Form detailing the requirements being commissioned including anonymised information about cases and key deadlines.
Offender	Term applied to person who is serving either a custodial or community sentence
Onboard/ing	The process of adding a Supplier Staff member to a Supplier's Eligibility List.
Operational Contract Manager	The individual/s appointed by the Authority to manage the Contract on behalf of HMPPS.
Parole Board	The Parole Board is the organisation that undertakes parole reviews. It is a court-like body which is independent from the Ministry of Justice. Parole Board members make decisions about who can be safely released to serve the rest of their sentence in the community.
Parole Board Case Conference	A meeting held by the Parole Board to discuss a case
Parole Board Oral Hearing	Means a hearing before a Parole Board panel, The role of a panel at an oral hearing is to determine whether the prisoner’s risk is low enough for release or transfer to open conditions and/or to comment on the continuing areas of risk that need to be addressed, where these matters cannot be determined on paper.
Peer Supervision	Reflective space between two practitioners to support, guide and advise

Post Supervision Return	A standard form which is completed by the Practitioner following each supervision session to outline key details that need to be passed back to the Authority.
Practice Diary/Diaries	The Practice Diary records all the relevant learning experiences that relate to the competencies of the qualification and is completed by the Trainee
Practitioner	Practitioner is the professional person that is employed to carry out the services. The individual can be self-employed or work for a Supplier. The "Practitioner" can be either the Co-ordinating Supervisor / Clinical Supervisor (CS) or Additional Supervisor/ Designated Supervisor
Prisoner	term applied to person who is detained in prison and serving a custodial sentence.
Probation Service/s	The Probation Service is a statutory criminal justice service that supervises offenders serving community sentences or released into the community from prison.
Proportionate Payments	During the period of Service Delivery, should an event occur which forces early conclusion of the Services (i.e and Offender is de-listed or suffers serious injury or death), the Supplier can submit an Incomplete Works form to recover Proportionate Payment for costs associated with work completed to date.
Psychology Risk Assessment (PRA)	Describes the process and report produced by a practitioner psychologist following the PRA Policy Framework
Psychology Supervision HMPPS Data/Document Sets	Has definition given to it in Schedule 16 (Security) ANNEX 3 – Return and Destruction of Data on completion of Reports paragraph 1.
Public Sector Prison	His Majesty's Prison Site/Establishment
Purchase Order (PO)	A commercial document from the Authority to confirm the order for the contracted goods/services from the Supplier. Invoices for the contracted service are then submitted against the PO provided, by provision of the PO number.
QA	Quality Assurance processes are essential to identify and rectify elements of the delivery of the Services which do not meet the required Quality Standards.
Qualification	The outcome of the course being pursued to achieve status as a Registered Forensic Psychologist.
Qualification Handbook	The handbook provided by the Qualification body that outlines the requirements of the Qualification

Qualification Process/s	The process/s by which a trainee is able to gain Qualification as a Registered Forensic Psychologist
Quality Standards	The criteria set within the Authority Quality Assurance Tool/s
Quarter/ly	"Quarter" refers to the Financial Quarters: Quarter 1 (Q1) April, May, June Quarter 2 (Q2) July, August, September Quarter 3 (Q3) October, November, December Quarter 4 (Q4) January, February, March
Registered Psychologists	Anyone with the qualifications and registration to carry out services under the protected title of a Psychologist
Research Project	Research completed by the Trainee towards Qualification. It is concerned with the design, conduct, analysis and evaluation of applied psychological research in Forensic Settings.
Responsivity	The ability to react to something or someone in a way which is based on individual needs
Security Awareness Course	A programme of modules related to Security to be completed by the Supplier and their Practitioners before completing work.
Service Delivery Site(s)	The location that the Service is delivered in
Site Representatives	Designated individuals or groups (via a mailbox) as identified by the Commissioning Authority depending on the activity type and location.
Status Determination Statement	Document produced following the completion of an assessment by MOJ TCoE (MOJ Tax Centre of Excellence) which informs the tax status of the worker under the IR35 rules, and any required actions of the Supplier.
Structured Professional Judgement Tool (SPJ)	An approach to risk assessment which incorporates aspects of both actuarial and clinical risk assessment. It involves the use of structured “tools” which guide the professional to consider known risk factors in a structured and objective way.
Supervisee	Person who is being supervised by the Supervisor.
Supervision Contract	Has definition given to it in the Supervision Progress Record
Supervision Progress Record	The document used by the Supplier to communicate progress on delivering the Supervision, and used during QA to inform assessment of quality.

Supervisor	A Registered Forensic Psychologist who supervises the trainee's professional learning and development
Taxi-Rank	The Authority appoints multiple Suppliers onto the Framework. These Suppliers are ranked in a predefined order for the allocation of work, referred to as the "Taxi Rank Allocation Process.
Teaching and Training Projects	A project completed by the Trainee towards their Qualification, which involves imparting to other professional's knowledge and skills where there is an important psychological component
Trainee	Person who is completing the Qualification
Worker/s	Is defined as the member of Supplier Staff who is the subject of the employment status questionnaire

1. INTRODUCTION

Introduction to His Majesty's Prison and Probation Service (HMPPS)

1.1. His Majesty's Prisons and Probation Service, as part of the justice system, plays a crucial role in society. HMPPS protects the public, maintains safe and secure prisons and reduces the risk that people will reoffend. We work together to help people to live law abiding and positive lives.

1.2. The agency is made up of HM Prison Service, the Probation Service and a headquarters focussed on creating tools and learning.

1.3. Within England and Wales, HMPPS is responsible for:

1.3.1. Running Public Sector prison and Probation Services

1.3.2. Rehabilitation services for people in our care leaving prison

1.3.3. Providing support to prevent reoffending

1.3.4. Managing strategic relationships and operational contracts supporting front-line delivery in prisons, probation, and the wider criminal justice system.

1.4. HMPPS delivers the government's vision and investment to make prisons places of safety and reform and to ensure Probation Services support the rehabilitation of Offenders while protecting the public.

1.5. We provide safe and supportive environments, where people work through the reasons that caused them to offend and prepare for a more positive future.

Introduction to HMPPS Psychology Services

1.6. HMPPS Psychology Services provides evidence-based, psychological, and therapeutic services to support people in Custody and on probation aimed at reducing their risk of harm and reoffending.

1.7. Staff provide a HMPPS-wide specialist service and defensible evidence to support decision-making and influence operational policy at a National, Regional, and local level.

1.8. Psychological services are largely broken down into assessment, Intervention, training, research/projects, and consultancy advice and support

2. BACKGROUND

Scope

2.1. HMPPS require the Services of suitably qualified and experienced Forensic Psychologists to provide Supervision to Forensic Psychologists in Training (further referred to as Supervision).

2.2. Supervision will be required on both a regular and ad-hoc basis to support work usually undertaken by HMPPS staff.

2.3. It is expected that the quality-of-service outputs experienced by end users is of the same standard across internal and external practitioners as the service is designed to fulfil excess demand, not provide an alternative user experience.

2.4. There are two aspects to Supervision in the context of Forensic Psychologists in Training;

2.4.1. Co-ordinating Supervisor / Clinical Supervisor (CS) - Guidance and Development of individual Trainees throughout their Qualification, alongside supervision of content specific tasks.

2.4.2. Additional Supervisor/ Designated Supervisor – Supervision of Individual pieces of work or projects as required.

2.5. Psychology Services are provided throughout HMPPS in both Custody and Community. Commissioning of these Services will be done solely by HMPPS Psychology Services

2.6. All Supervision Services Commissioned by HMPPS Psychology Services must meet the required Quality Standards set by the process relevant to the type of Supervision or Qualification route (e.g. Qualification guidance, internal guidance documents).

2.7. An underpinning principle of delivery of work for HMPPS Psychology Services is that it is planned, delivered and evaluated to meet the diverse needs of the population, and with due regard for the diversity characteristics of the recipients of the service and staff involved in this work. Suppliers and Practitioners delivering the work within this contract are expected to work with these principles in mind.

2.8. The Authority reserves the right to review and amend this Specification as required and dependent on the extent of the changes, implementation may be required immediately to keep the service provision consistent with HMPPS internal delivery. Where a change to the Specification is required, it will be managed in accordance with Schedule 21 (Variation Form) of the Framework Agreement.

Volumes

2.9. Co-ordinating/Clinical Supervision volumes are estimated between 16-28 Forensic Psychologists in Training in total over the term of the Framework Agreement.

2.10. Additional/Designation Supervision volumes are subject to vary significantly, as they are dependent on the needs of individual teams. Indicative volumes at the point of developing this Specification are between 10-64 pieces of work or projects over the term of the Framework Agreement, with pieces of work or projects varying in terms of max time to supervise from 4 hours – 35 hours.

2.11. Volumes provided within this specification are indicative only. The Authority provides no guarantees of volumes, monetary commitment or requirements for the service under the Framework Agreement.

Location

2.12. Provision will be delivered nationally across HMPPS Public Sector settings, primarily in prisons at the point of writing the Specification.

2.13. Supervision of Forensic Psychologists in Training is expected to be conducted remotely. There may be exceptional occasions where in-person supervision may be required. Where this is required, travel to in-person visits will be commissioned via the Additional Work Process.

2.14. A list of the geographical prison clusters can be found at Prisons and their resettlement providers - GOV.UK (www.gov.uk).

3. GENERAL REQUIREMENTS

3.1. The Supplier must ensure that the Supervision Services are delivered in line with the requirements of this Specification and must have a process in place to ensure compliance.

3.2. The Authority requires adherence to the following:

3.2.1. HMPPS Policies and Frameworks listed within the Contract Delivery Pack

3.2.2. Requirements within the Supervision Progress Records within the Contract Delivery Pack

3.2.3. Requirements of the Qualification route at the time of Supervision – it is the responsibility of the Supplier to ensure the Practitioner is up to date with any changes for the Qualification route.

3.2.4. Supervision must be completed objectively and within the Health and Care Professions Council (HCPC) Standards of Proficiency.

4. FRAMEWORK ELIGIBILITY REQUIREMENTS

Practitioner and Staff Approval

4.1. Authority Approval must be obtained for any Practitioners and Staff delivering work for HMPPS prior to a Supplier allocating them any work or access to HMPPS information.

4.2. Suppliers must follow the Approval of Supplier Staff process within the Contract Delivery Pack when Onboarding all Staff.

4.3. The Supplier must provide evidence of compliance with the necessary vetting, experience and qualification requirements detailed within the Contract Delivery Pack.

4.4. In addition, for all Practitioners, Suppliers must provide a current up to date CV, both at the point of Onboarding and as and when changes happen for an existing Practitioner (e.g. new qualification achieved, certification renewal/expiry etc).

4.5. Any Suppliers that have been previously awarded a place on the previous Framework and are successfully appointed to the new Framework will retain their Approval Status.

Professional Qualifications and Experience

4.6. Practitioners delivering Supervision Services will be registered with the HCPC as Forensic Psychologists for no less than two years.

4.7. Practitioners should also provide evidence of their experience and qualifications to supervise products completed by Trainee Forensic Psychologists at the point of seeking Approval to work on the Framework. If during the Commission of Supervision the Supervisor does not have the relevant skills or training to supervise any aspect of the work, they should discuss this with the relevant HMPPS Psychology Services Regional Lead Psychologist.

4.8. All Registered Psychologists are responsible for ensuring that they meet the HCPC Standards of Proficiency for Forensic Psychologists and maintaining their HCPC Registration in line with HCPC requirements. The Supplier is responsible for ensuring that any Registered Psychologist they provide meets and maintains registration.

4.9. If the Supplier becomes aware of any changes to a Practitioner's registration status, action should be taken in line with the Approval of Supplier Staff process within the Contract Delivery Pack. Any Practitioner who does not renew registration as required will not be eligible to complete work for the Authority and the Practitioner's Approval Status will be amended. As a minimum they will not be permitted to deliver any HMPPS work until proof of re-registration is provided.

Declarations of Interest

4.10. The Supplier must have a process in place to carry out Conflict of Interest checks with Staff and Subcontractors (including Practitioners) on an ongoing basis to ensure they meet the requirements of Clause 36 of the Core Terms of the Framework Agreement.

4.11. Practitioners providing Supervision must not accept work with a Trainee/Supervisee if there is an identifiable Conflict of Interest.

4.12. The Supplier must ensure that all Staff and Subcontractors (including Practitioners) undertaking work/handling HMPPS data have completed the Declaration of Interest form within the Contract Delivery Pack at the following points:

4.12.1. On award to the Framework Agreement (Full Declaration of Interest)

4.12.2. As and when any perceived conflicts arise (sections 2a-e to be updated as applicable, as well as completion of 2f-2h)

4.12.3. Prior to undertaking work for a new Trainee/Supervisee allocated as a Call-Off Contract to the Framework Agreement (section 2a 'Personal Interests' required only, as well as completion of 2f-2h)

4.13. Where a potential Conflict of Interest is identified the Practitioner is responsible for raising this with the Supplier and ensuring the Declaration of Interest Form is updated and resubmitted to the Authority.

4.14. The Practitioner should be sensitive to the public's view that the conflict could prevent them from carrying out their duties fairly or that they may be suspected of improper behaviour.

4.15. The table below provides a brief list of some conflicts that require notification and action. This is a non-exhaustive list providing some key examples when working with HMPPS Psychology Services. The Declaration of Interests form provides more guidance in relation to working with MOJ generally.

Conflict	Remedy
Charged with criminal offence	Report to HMPPS Psychology Services Regional Lead & suspended from Framework until outcome of criminal charge is known then actions according to that outcome
Close associate (family / friend) in prison or become aware of an associate being in prison (e.g. old school friend who isn't currently a friend but might know your circumstances or history)	Report to the HMPPS Psychology Services Regional Lead for them to submit a Corruption Prevention report. Psychologist not to supervise any work for that associate.
Previously written PRA & now supervising Trainee/Supervisee delivering PRA or Intervention	Discuss with the HMPPS Psychology Services Regional Lead to determine proportionate response or alternative Supervisor for that piece of work
Currently working on a case via a solicitor & become aware the Trainee/Supervisee they are supervising is working on the same case	Must report to HMPPS Psychology Services Regional Lead (or co-ordinating Supervisor if providing Designated Supervision) and find alternative Supervisor for that case if continuing with case via a solicitor.
Personal relationship with Trainee/Supervisee outside of work (e.g. friends or family)	Must not provide supervision for any element of the Trainee's/Supervisee's work.
Working as an identified Supervisor on the agreed Qualification route and accept work for supervision tasks for the same Trainee/Supervisee (e.g. undertaking Designated Supervision of reports)	Must report to the HMPPS Psychology Services Regional Lead & not provide Designated Supervision to that Trainee/Supervisee.

Security Awareness Course

4.16. All Practitioners undertaking HMPPS work, without exception, must undertake the **Redacted under Section 31 of the Freedom of Information Act 2000 – Law Enforcement**

4.17. The programme consists of six modules, each covering an element of security, giving a comprehensive overview of all aspects of prison security.

4.18. The course must be completed as part of the Staff induction, and as an annual refresher.

4.19. This eLearning will take approximately 2 and a half hours to complete but the modules can be completed at different times.

Employment Status

4.20. The Supplier shall provide details of the employment status of each individual engaged in the delivery of this Framework Agreement. Where a Staff member or Practitioner is not directly employed, the Authority shall conduct a Status Determination Assessment in accordance with applicable legislation.

4.21. Following the assessment, the Authority will issue a Status Determination Letter to the Supplier, outlining the employment status outcome and any associated obligations. The Supplier shall ensure compliance with the determination and provide any additional information required by the Authority.

Eligibility Database

4.22. On commencement of the Framework Agreement, Suppliers will be issued with Eligibility Database template to complete with their Staff and Practitioner information and their Approval Status.

4.23. The Eligibility Database will be maintained throughout the duration of the Framework Agreement by the Authority and attested to by the Supplier on a Quarterly basis in accordance with Part B of Schedule 10 (Performance Levels).

4.24. The Eligibility Database will include (but is not limited to):

4.24.1. DBS and vetting information for all Staff working on the Framework Agreement in accordance with Annex 1 of Schedule 16 (Security) of the Framework Agreement,

4.24.2. The professional qualifications and Registrations in accordance with paragraphs 4.5-4.7 of this Specification,

4.24.3. Completed Declarations of Interest (see Contract Delivery Pack), 4.24.4. Dates of Security training undertaken in accordance with paragraphs 4.14-4.17 of this specification, and any requirements for the renewals of training accounted for and demonstrated, and;

4.24.5. Status determination for IR35 tax purposes

4.24.6. Information Security and Indemnity Insurance Certification Renewal dates

4.25. In the event a Practitioner has been allocated work, and records show they are not eligible, commencement of activity will not be permitted.

4.26. If, at any point, the Supplier becomes aware of any changes to their Staff and Practitioner's eligibility, the Supplier should inform the Authority via the Psychology Operational Delivery functional mailbox within 2 working days.

5. SERVICE REQUIREMENTS

Co-ordinating Supervisor / Clinical Supervisor (CS) - Guidance and Development

5.1. The Supplier/Practitioner will provide an ongoing commitment to Trainee Psychologist's development and guide them as they move through the Qualification.

5.2. This will entail providing Supervision for all aspects of the Trainee's work and development for the duration of their Qualification Process.

5.3. The quality of the Supervision provided will be measured against the minimum requirements detailed within the Supervision Progress Record , as a minimum, the following:

5.3.1. The Supervision time spent for each Trainee to equate to 4.5 hours a week

5.3.2. Supervision sessions with each Trainee which equate to <u>a minimum</u> of two hours per fortnight to review the Trainee's progress, support them with planning and provide reflective space

5.3.3. The CS is expected to liaise with the Regional lead about the specific requirements of supervision in relation to Accredited Offending Behaviour Programmes (AOBP's).

5.3.4. The CS must also liaise closely with the HMPPS Trainee's line manager and with any Additional/Designated Supervisors appointed.

5.3.5. The standards for delivery are included in the Supervision Progress Record within the Contract Delivery Pack.

5.3.6. The CS must maintain up-to-date records of activity within the Supervision Progress Record and submit to the Authority in line with the timeframes stipulated in the Contract Delivery Pack.

5.3.7. CS will be required to evidence that they have observed sufficient activity in a person to be able to assess competence.

5.3.7.1. for example, the CS will be expected to observe the Trainee conducting risk assessment reports in order to assess development of interview style etc.

5.3.7.2. The quantity of live observations will vary according to the needs of the Trainee and should be agreed with the line manager

5.4. A CS must not exceed a maximum number of 4 Trainees which is inclusive of HMPPS or anywhere else. This is a requirement of the Qualification routes.

5.5. The CS must comply with all requirements and restrictions detailed within the respective Qualification route the Trainee is following.

Additional Supervisor / Designated Supervisor

5.6. Supervision may be required for individual pieces of work or projects that will form part of the development of the Trainee towards Qualification.

5.7. Additional / Designated Supervision may be Commissioned for a discrete project (e.g. a Research Project) or for a number of individual items, which may cover a number of Trainees/Supervisee's. The likely content of Designated / Additional Supervision will cover:

5.7.1. Risk assessment reports,
5.7.2. Case Reviews,
5.7.3. Enhanced Behavioural Monitoring reviews (EBM)
5.7.4. Research Projects
5.7.5. Consultancy Projects
5.7.6. Teaching and Training Projects
5.7.7. Individual Intervention

5.8. Additional / Designated Supervision will only be Commissioned where the Co-ordinating Supervision element is being delivered internally by HMPPS. The volume and content of this supervision will vary by region.

5.9. Designated / Additional Supervisors must liaise closely with the HMPPS Co-ordinating / Clinical Supervisor.

5.10. It is anticipated that for any individual piece of work supervised through Designated / Additional Supervision, 50% of the contact will be via personal contact. Live observation of the Trainee's/Supervisee's work may be requested by the Co-ordinating Supervisor if needed.

5.11. The requirements of Additional / Designated Supervision will vary with the project in hand.

Supervision Tasks

5.12. Table 1 below details Supervision tasks. The indicative key stages of each Supervision task are outlined, along with the expected number of hours to complete the overall Supervision task.

5.13. This time allocation reflects the Authority's assessment of the level of effort necessary to achieve the required outcomes to the expected standard.

5.14. Where additional hours might be required, this is noted in the additional information column. Any requests for additional hours above the expected hours for complete must be made (via the Additional Work Approval Process) 2 weeks before the expected threshold is reached in order to ensure Supervision is continuous.

Table 1

Supervision Task	**Indicative key Supervision stages**	**Expected Hours to complete**	**Additional information**
Report supervision	• Initial discussion following allocation – agree assessment strategy & timings for supervision	14	Additional Supervision hours are possible in consultation with Regional Lead dependent on the complexity of the assessment or additional responsivity assessments

	• Supervision following collateral review - to include: • Review use of Structured Professional Judgment (SPJ) grids • Ensure consultation with other professionals is included • interview planning/prep including consent • Supervision post interview – to consider: • Additions to SPJ grids • Consideration further interviews/data gathering is required • Discussion of possible formulation • Agree Additional Supervision of additional interviews etc. • Draft Report (feedback can be via email) • Final Report sign off and disclosure plan • Prepare for & attend PB response as appropriate. • Supervision post PB hearing.		required. Application should be through the Additional Work Approval process. The number of hours to complete this task is not expected to exceed 20 hours.
EBM/Case Review	• Initial discussion following allocation –agree timings for supervision • Draft Report (feedback can be via email) • Final Report sign off	1	Additional Supervision hours are possible in consultation with Regional Lead dependent on the complexity of the assessment. Application should be through the Additional Work Approval process.

			The number of hours to complete this task is not expected to exceed 2 hours.
Research	• Early discussion of Research aims / Commission • NRC Application / Ethics proposal • Method (likely to be light touch during data collection phase) • Analysis & approval of results • Draft Report • Final Report & dissemination activities • Provision for ad hoc revisions / follow on tasks	25	Additional Supervision hours are possible in consultation with Regional Lead dependent on the complexity of the assessment. Application should be through the Additional Work Approval process. The number of hours to complete this task is not expected to exceed 30 hours.
Individual Intervention	• Discuss case, review initial formulation, aims and objectives of Intervention • Review plan of models and theories to use • Plan for Intervention, assessment and evaluation • Materials and final plan (including consent materials) • Debrief and reflections after each session, ongoing monitoring and revisions to plan, discuss assessment findings • End of Intervention report (likely 2 supervision sessions) & disclosure	21	Additional Supervision hours are possible in consultation with Regional Lead dependent on the complexity of the Intervention. Application should be through the Additional Work Approval process. The maximum number of hours to complete this task is not expected to exceed 30 hours
Teaching and Training	• Early discussion of stakeholder needs • Literature Reviews (TNA & Subject Specific)		Additional Supervision hours are possible in consultation with Regional Lead

	• TNA design/distribution/analysis/ write up • Training package design including evaluation strategy • Pre-training delivery – prep session • Post training review and revision (if delivering multiple events) • Assessment and evaluation • Draft Report • Report sign off and distribution	24	dependent on the complexity of the training. Application should be through the Additional Work Approval process. The maximum number of hours to complete this task is not expected to be exceed 30 hours
	•		
Consultancy project	This is for a discrete project rather than ongoing consultation activities. • Agreeing / negotiating a project – this could include supervising literature reviews relevant to project • Initial stakeholder consultation to understand what they want, & plan for delivery (including method, timescales etc.). • Ongoing supervision during process (will depend on method & project plan) • Mid point feedback to the commissioner / key stakeholder • Consultancy Report to commissioner & any associated materials (e.g. summary sheets for participants)	12	Additional Supervision hours are possible in consultation with Regional Lead dependent on the complexity of the consultation. Application should be through the Additional Work Approval process. The maximum number of hours to complete this task is not expected to exceed 35 hours.

	• Feedback to stakeholder & final supervision of outstanding materials		

Scheduling and Planning

5.15. HMPPS provides a complex and challenging work environment that can present unplanned, volatile and dynamic operational issues requiring resilience and proactivity to accommodate. When planning time on each required element, consideration must be given to factoring in the operational activity of prisons and ensuring effective communication methods and time management approaches are employed to identify any issues at the earliest opportunity.

5.16. Practitioners have the responsibility to organise and co-ordinate the supervision arrangements. Where face to face sessions are required to be held within an HMPPS site it is the responsibility of the HMPPS Trainee to arrange access and accompany the Practitioner according to local security arrangements.

Standard Order Process Map

5.17. Figure 1 below details the Standard Order Process Map for each Call-Off Contract:

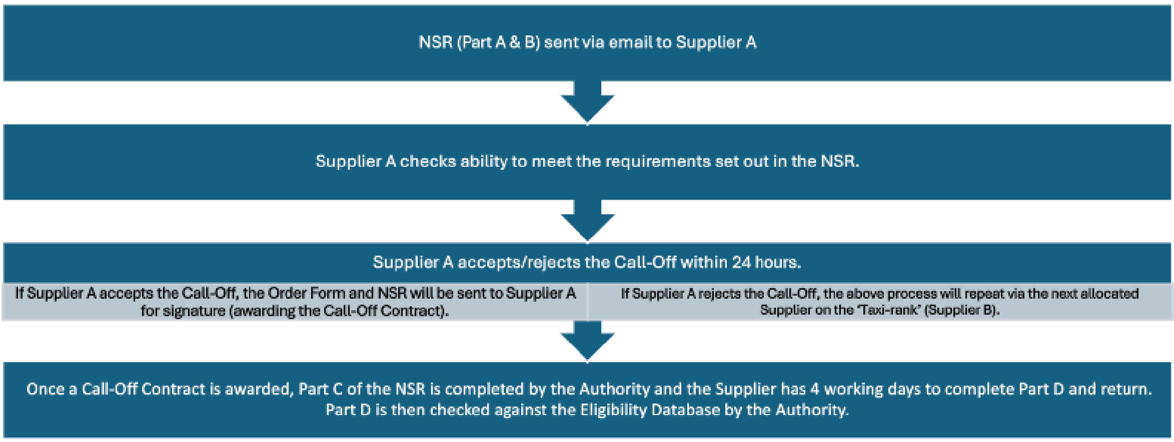

Figure 1

5.18. The Order Process is detailed in full in Schedule 36 (Call-Off Procedure) of the Framework Agreement.

Practitioner Allocation and Availability

5.19. Suppliers must ensure that they provide the Authority with details of the Practitioner they have allocated work to (Part D of the NSR) within 4 working days from receiving the Supervision information (Part C of the NSR).

5.20. If at any point it is identified by the Authority that the original named Practitioner is not suitably eligible to undertake the work, the Supplier will be notified within 1 working day of discovery and asked to name an alternative Practitioner to undertake the work. Any work undertaken by the originally allocated Practitioner will not be paid for.

5.21. Practitioners who have been allocated work which requires attendance at a Service Delivery Site, must provide details of their availability to the Regional contact point within 5 workings days of being notified that they must attend a Service Delivery Site.

5.22. Availability to attend the Oral Hearing (as required by the Parole Board), or other formal setting (e.g. MAPPA Meeting) either to observe or in place of the Forensic Psychologist in Training may be required.

6. CHANGE MANAGEMENT

Additional Work Approval Process

6.1. At times, the need for Additional Work can be identified by either Supplier or Authority.

6.2. Additional Work must be formally requested and approved, via the Additional Work process, detailed within the Contract Delivery Pack, before it can commence.

6.3. Any work where Approval cannot be evidenced, will not be considered to have been Commissioned by the Authority and will not qualify for payment.

Disruption to Delivery and Incomplete Works

6.4. Where the Supplier becomes aware of a risk to delivery or a required change that may impact delivery of the Services, the Supplier will notify the Authority by the following process:

6.4.1. Practitioners must notify Regional Lead within 1 working day of becoming aware, via a CJSM email, providing as much information as possible and proposing the most reasonable solution.

6.4.2. Where a Practitioner has an unplanned emergency and needs to cancel an arranged activity, they must let the Forensic Psychologist in Training know. In this circumstance, the Supplier shall take responsibility for re-arrangement at their own cost, in addition to considering any potential Disruption impact.

6.5. Where the Authority becomes aware of a risk to delivery or a required change that may impact delivery of the Services, the Authority will notify the Supplier by the following process:

6.5.1. Notify the Supplier within 1 working day of becoming aware, via a CJSM email, providing as much information as possible and proposing the most reasonable solution.

6.6. The Authority is not obligated to adopt the Supplier's proposed solution for a Disruption.

6.7. Decisions will be guided by ethical considerations, service continuity, and cost minimisation.

6.8. In the event that work element or timescale amendments are necessary, the Supplier may propose an alternative Practitioner to deliver the work.

6.9. In the event of early conclusion of the work due to influences outside of the control of the Supplier, this will not negatively impact Key Performance Measures.

Reallocation of work

6.10. Where successful delivery in line with the requirements of this specification is not possible, the Authority reserve the right to cease and re-allocate work.

6.11. There are various circumstances where the Authority will reserve their rights to take back work from a Supplier and re-allocate it as appropriate to that circumstance.

6.12. The work will either be re-allocated to the next Supplier, as per the Schedule 36 (Call-Off Procedure), or taken back in house. These instances include, but are not limited to:

6.12.1. The Supplier has not met the eligibility requirements in accordance with Section 4 of this specification.

6.12.2. Any conflict of interest that cannot be appropriately mitigated.

6.12.3. If HMPPS is reviewing a Supplier/Practitioner’s service delivery due to a breach of obligation or quality concerns, or if a policy decision requires a shift, HMPPS may reassign the work internally. Suppliers will be notified of this change but may not be given the reasons.

6.13. Where work has been reallocated, the incumbent Supplier must provide a handover to the new Supervisor.

7. QUALITY ASSURANCE

Authority Quality Assurance (AQA) Process

7.1. In delivery of Supervision Services, the Supplier must as a minimum:
- 7.1.1. Consider all potential issues relating to diversity in how Supervision is conducted.
- 7.1.2. Consider the impact of the environment, process and power dynamic
- 7.1.3. Ensure sufficient time is given to the tasks required.
- 7.1.4. Ensure the wellbeing of the person being supervised has been considered at all stages and they have been reasonably supported.

7.2. All work conducted for the Authority will need to pass the Authority Quality Assurance (AQA) Process checks carried out internally by the Authority, as detailed in the Contract Delivery Pack.

7.3. The Authority has a set-criteria, by which Supervision will be checked by a Nominated Psychologist working for the Authority. Supervision issues will be classified as either Minor or Significant against the Quality Standards. Any failures will be clearly identified with rationale.

7.4. Significant Quality Standard Failure is where the Supervision element being missed renders the service then not to the required standard. Criteria for failures of this nature are:
- 7.4.1. Single failure of any of the Quality Standards listed in section 1B.
- 7.4.2. Two or more failures of the Quality Standards listed in section 1A.
- 7.4.3. Evidence of failure to adhere to HCPC Standards of Ethics & Conduct.
- 7.4.4. Failure to deliver the work Commissioned by the Authority to meet the without adequate explanation in the Supervision Progress Record & evidence of discussion with Regional Lead.
- 7.4.5. Failure to evidence satisfactory completion of all activities/Minimum Requirements stated in all stages of the Supervision Progress Record.

7.5. Minor Quality Standard Failure is where other expected elements of Supervision have been missed or delivered unsatisfactorily.

7.6. Any failures to pass the AQA process will be notified to the Supplier, and all remedial activity required will be undertaken by the Supplier at no further cost to the Authority.

7.7. Remedial activities in the first instance means addressing any comments from the QA check.

Supplier Internal Quality Assurance (SIQA)

7.8. The Supplier must have in an Internal Quality Assurance Policy in place.

7.9. The Supplier will provide details of their SIQA Policy as part of the Tender and ensure that this and any detailed processes are delivered throughout the duration of the Contract.

7.10. The SIQA Policy must be reviewed Annually as a minimum on the Anniversary of Contract Commencement, and ad-hoc as any changes in circumstances or need may dictate. In the event of any changes to the SIQA Policy, the Authority must be notified and provided with an updated copy.

8. CONTRACT MANAGEMENT

Contract Liaison

8.1. The Authority will appoint an Operational Contract Manager to be the main contact for the Supplier. They will be responsible for managing the overall contract Performance Levels and Contract Management.

8.2. The Supplier will provide a named individual as a dedicated contract liaison, in accordance with Schedule 13 (Contract Management) of the Framework Agreement, who will act as an interface between the Supplier and the Authority representatives.

Performance Levels

8.3. Performance Levels, including Key Performance Indicators, are detailed in Schedule 10 (Performance Levels) of the Framework Agreement.

Contract Management

8.4. Contract Management, including Governance, is detailed in Schedule 13 (Contract Management) of the Framework Agreement.

Exit Plan

8.5. On commencement of the Framework Agreement, the Supplier will be provided with an Exit Plan template.

8.6. The Supplier must complete the Exit Plan template within 3 months of receipt.

8.7. The Supplier shall review the Exit Plan on an annual basis and any amendments should be discussed with the Operational Contract Manager.

8.8. In the event of a Supplier's Exit from the Framework Agreement, the Exit plan must be completed in full, and agreed with the Authority for use in Exit Management Meetings.

Social Value

8.9. The Social Value Act 2012 requires public authorities to have regard to economic, social, and environmental well-being in connection with public services contracts and for connected purposes. Therefore, the Supplier must consider how they can best offer and implement Social Value in delivery of the Services throughout the Term.

8.10. The Social Value Theme for this Contract shall be Theme 2: Tackling Economic Inequality.

- 8.10.1. Policy Outcome: Create new businesses, new jobs and new skills.
- 8.10.2. Model Award Criteria (MAC) 2.3: Support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.
- 8.10.3. Activities that demonstrate and describe the tenderer's existing or planned:

8.10.3.1. Understanding of employment and skills issues, and of the education and training issues relating to the contract. 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.

8.10.3.2. Support for educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.

8.10.3.3. Activities to support relevant sector related skills growth and sustainability in the contract workforce. Illustrative examples: careers talks, curriculum support, literacy support, safety talks and volunteering.

8.10.3.4. Delivery of apprenticeships, traineeships and T Level industry placement opportunities (Level 2, 3 and 4+) in relation to the contract

8.11. Further information and guidance regarding Social Value is available here: [Procurement Policy Note 06/20 – taking account of social value in the award of central government contracts - GOV.UK (www.gov.uk)]

Flexibility, Innovation and Continuous Improvement

8.12. The Authority seeks to maintain high standards, continuous improvement where possible and ensure consistency of service provision from both internal and external resources.

8.13. Suppliers should expect that this will extend to capturing the views and experience of various end user stakeholders of this Framework Agreement, including but not limited to Prisoners and the Parole Board.

Schedule 3 (Charges)

1. How Charges are calculated

1.1. The Charges:

1.2. shall be calculated in accordance with the terms of this Schedule;

1.3. cannot be increased except as specifically permitted by this Schedule and in particular only subject to Indexation where specifically stated in the Award Form;

1.4. any variation to the Charges must be agreed between the Supplier and the Buyer and implemented using the procedure set out in this Schedule.

2. The pricing mechanisms

The pricing mechanisms and prices set out in Annex 1 are available for use in calculation of Charges.

3. Are costs and expenses included in the Charges

3.1. the Charges include all costs and expenses relating to the Deliverables. No further amounts are payable in respect of matters such as:

3.1.1. incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or

3.1.2. costs incurred prior to the Start Date.

4. When the Supplier can ask to change the Charges

4.1. The Charges are fixed for the first 12 months following the Start Date (the date of expiry of such period is a "**Review Date**"). After this Charges can be adjusted only on each following anniversary (the date of each such anniversary is also a "**Review Date**").

4.2. The Supplier shall give the Buyer at least 3 Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.

4.3. Any notice requesting an increase shall include:

4.3.1. a list of the Charges to be reviewed;

4.3.2. for each of the Charges under review, written evidence of the justification for the requested increase including:

a) a breakdown of the profit and cost components that comprise the relevant part of the Charges;

b) details of the movement in the different identified cost components of the relevant Charge;

c) reasons for the movement in the different identified cost components of the relevant Charge;

d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components;

4.4. The Buyer shall consider each request for an increase in the Charges. The Buyer may grant Approval to an increase at its sole discretion.

4.5. Where the Buyer approves an increase it will be implemented from the first Working Day following the relevant Review Date or such later date as the Buyer may determine at its sole discretion and Annex 1 shall be updated accordingly.

5. Other events that allow the Supplier to change the Charges

5.1. The Charges can also be varied (and Annex 1 will be updated accordingly) due to:

5.1.1. a Specific Change in Law in accordance with Clauses 28.7 to 28.8;

5.1.2. NOT USED

5.1.3. a request from the Supplier, which it can make at any time, to decrease the Charges;

5.1.4. indexation, where Annex 1 states that a particular Charge or any component is "subject to Indexation" in which event Paragraph 6 below shall apply; and

5.1.5. NOT USED

5.1.6. NOT USED

6. When the Charges are linked to inflation

6.1. Where Charges are stated to be "subject to Indexation" they shall be adjusted in line with changes in the Consumer Price Index (the "**Index**") pursuant to Paragraph 6.4. All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier.

6.2. Any costs charged by the Supplier to the Buyer in respect of Supplier Assets or Buyer Assets (including capital costs and installation, maintenance and support costs) which are incurred by the Supplier prior to the relevant adjustment date but which remain to be recovered through the Charges, are not subject to adjustment under this Paragraph 6 and are not included in the relevant amount or sum for the purposes of Paragraph 6.1.

6.3. Charges shall not be indexed during the first 12 months following the Start Date (the "**Non-Indexation Period**").

6.4. Where Annex 1 states a Charge is subject to Indexation then it will be indexed on the date which is one year after the end of the Non-Indexation Period to reflect the percentage change in the Index during the one year period immediately following the end of the Non-Indexation Period. Subsequent adjustments shall take place on each following anniversary to reflect the percentage change in the Index since the previous change.

6.5. Where the Index:

6.5.1. used to carry out an indexation calculation is updated (for example due to it being provisional) then the indexation calculation shall also be updated unless the Buyer and the Supplier agree otherwise; or

6.5.2. is no longer published, the Buyer and the Supplier shall agree an appropriate replacement index which shall cover to the maximum extent possible the same economic activities as the original index.

7. When you will be reimbursed for Additional Work

7.1. Additional charges shall only be recoverable where:

7.1.1. the Call-Off Contract Award Form states that recovery is permitted; and

7.1.2. they are Reimbursable Expenses and are supported by Supporting Documentation (for example: the Additional Works Form within the Contract Delivery Pack)

7.2. The Buyer shall provide a copy of their current expenses policy to the Supplier upon request.

8. *NOT USED*

9. Purchase Order and Invoicing Requirements

9.1. A Purchase Order (PO) shall be raised by the Buyer for the total estimated value of the Framework Agreement.

9.2. The Supplier shall invoice monthly in arrears as per Clause 9.3 and 9.4.

9.3. Valid invoices should be submitted for payment to the following address:

9.3.1. apinvoices-nms-u@gov.sscl.com (the Buyer's preferred option); or

9.3.2. Ministry of Justice, PO Box 743, Newport, Gwent, NP10 8FZ.

9.4. To be valid, all invoices submitted to the Buyer must:

9.4.1. clearly state the word 'invoice' and contain the following information:

i) a unique identification number (invoice number);

ii) the Supplier's name, address and contact information;

iii) the name and address of the department/agency in the Customer with which the Supplier is working;

iv) a clear description of the Services, works or goods being invoiced for;

v) the date the goods or service were provided;

vi) the date of the invoice;

vii) the amount being charged;

viii) VAT amount if applicable;

ix) the total amount owed;

x) the Purchase Order number; and

xi) the amount of the invoice in sterling or any other currency which is Approved.

9.4.2. if submitted by email meet the following criteria:

i) email size must not exceed 4mb;

ii) one invoice per file attachment (PDF). Multiple invoices can be attached as separate files; and

iii) any supporting information, backing data etc. must be contained within the invoice PDF file; and

9.4.3. unless Approved:

i) not contain any lines for items which are not on the Purchase Order; and

ii) replicate, as far as possible, the structure of and the information contained in the Purchase Order in respect of the number of lines, line descriptions, price and quantity.

9.5. If required by the Buyer, the Supplier shall submit a structured electronic invoice in an Electronic Data Interchange or XML formats.

9.6. Alongside each monthly invoice, the Supplier shall submit a detailed breakdown of the total charges to nominated representatives of the Buyer.

Annex 1 –Prices

1. Pricing

Redacted under Section 43 of the FOIA 2000 – disclosure would prejudice commercial interests

2. Pricing Mechanisms

2.1 The hourly rate set out in paragraph 1 of this Annex 1, will be calculated against the hours of the requirement, as set out in a Notice Statement of Requirement (NSR), to determine the value of Call-Off Contracts awarded under the Framework Agreement.

2.2 The hourly rate set out in paragraph 1 of this Annex 1, shall be subject to Indexation, pursuant to paragraph 5.1.4 and paragraph 6 of this Schedule 3 (Charges).

Schedule 4 (Tender)

Technical Envelope:

Question 1:

Redacted under Section 43 of the FOIA 2000 – disclosure would prejudice commercial interests.

Question 2:

Redacted under Section 43 of the FOIA 2000 – disclosure would prejudice commercial interests.

Question 3:

Redacted under Section 43 of the FOIA 2000 – disclosure would prejudice commercial interests.

Question 4:

Redacted under Section 43 of the FOIA 2000 – disclosure would prejudice commercial interests.

Question 5:

Redacted under Section 43 of the FOIA 2000 – disclosure would prejudice commercial interests.

Schedule 5 (Commercially Sensitive Information)

1. **What is the Commercially Sensitive Information?**
   1.1. In this Schedule the Parties have sought to identify the Supplier's Confidential Information which is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA, the EIRs or under any PPN as well as any information that would be considered sensitive commercial information under Section 94 of the Procurement Act 2023.
   1.2. Where possible, the Parties have sought to identify when any relevant information will cease to fall into the category of information to which this Schedule applies in the table below and in the Award Form (which shall is incorporated into the table below).
   1.3. Without prejudice to the Buyer's obligation to disclose information in accordance with the FOIA, the EIRs, any PPN, the Procurement Act 2023 and any regulations published under it, or Clause 20 *(When you can share information)*, the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA , the EIRs, any PPN or Section 94 of the Procurement Act 2023 and any regulations published under it, to the following information:

No.	Date	Item(s)	Duration of Confidentiality

Schedule 6 (Intellectual Property Rights)

Part A: Intellectual Property Rights (no ICT Services)

1. **General Provisions and Ownership of IPR**

   1.1. Any New IPR created under the Framework Agreement is owned by the Buyer.

   1.2. Each Party keeps ownership of its own Existing IPR.

   1.3. Where either Party acquires, by operation of law, ownership of IPR which is inconsistent with Paragraphs 1.1 and 1.2, it must assign in writing the IPR concerned to the other Party on the other Party's request (whenever made).

   1.4. Neither Party has the right to use the other Party's IPR, including any use of the other Party's names, logos or trademarks, except as expressly granted elsewhere under the Framework Agreement or otherwise agreed in writing.

   1.5. Except as expressly granted elsewhere under the Framework Agreement, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.

   1.6. Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR in the table at Annex 1 to this Schedule and keep this updated throughout the Framework Agreement Period.

   1.7. If the Supplier becomes aware at any time, including after the earlier of the End Date or date of termination, that, in respect of any Deliverable, the Buyer has not received the licences to Supplier Existing IPRs or Third Party IPRs required by Paragraphs 2 and 4, the Supplier must, within 10 Working Days notify the Buyer:

      1.7.1. the specific IPR the Buyer has not received licences to; and

      1.7.2. the Deliverables affected.

   1.8. For the avoidance of doubt:

      1.8.1. except as provided for in Paragraphs 2.3.2(b)(iii)(A) or 4.1.2(b) and (c), the expiry or termination of the Framework Agreement does not of itself terminate the licences granted to the Buyer under Paragraphs 2 and 4;

      1.8.2. the award of the Framework Agreement or the ordering of any Deliverables does not constitute an authorisation by the Crown under:

         (a) sections 55 and 56 of the Patents Act 1977;

         (b) section 12 of the Registered Designs Act 1949; or

(c) sections 240 to 243 of the Copyright, Designs and Patents Act 1988.

2. Licences in respect of Supplier Existing IPR

2.1. The Supplier grants the Buyer a Supplier Existing IPR Licence on the terms set out in Paragraph 2.3 in respect of each Deliverable where:

2.1.1. the Supplier Existing IPR is embedded in the Deliverable;

2.1.2. the Supplier Existing IPR is necessary for the Buyer to use the Deliverable for its intended purpose; or

2.1.3. the Deliverable is a customisation or adaptation of Supplier Existing IPR.

2.2. The categories of Supplier Existing IPR described in Paragraph 2.1 are mutually exclusive.

2.3. The Supplier Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable, worldwide licence that:

2.3.1. in the case of Supplier Existing IPR embedded in a Deliverable:

(a) has no restriction on the identity of any transferee or sub-licensee;

(b) allows the Buyer and any transferee or sub-licensee to use, copy and adapt the Supplier Existing IPR for any of the purposes set out in Paragraph 2.4; and

(c) is subject to the restriction that no sub-licence granted to the Supplier Existing IPR shall purport to provide the sub-licensee with any wider rights than those granted to the Buyer under this Paragraph;

2.3.2. in the case of Supplier Existing IPR that is necessary for the Buyer to use the Deliverable for its intended purpose or has been customised or adapted to provide the Deliverable:

(a) allows the Buyer and any transferee or sublicensee to use and copy, but not adapt, disassemble or reverse engineer the relevant Supplier Existing IPRs for any of the purposes set out in Paragraph 2.4;

(b) is transferrable to only:

(i) a Crown Body;

(ii) any body (including any private sector body) that performs or carries out any of the functions or activities that the Buyer had previously performed or carried out; or

(iii) a person or organisation that is not a direct competitor of the Supplier and that transferee either:

A. enters into a direct arrangement with the Supplier in the form set out in Annex 2; or

B. enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 *(What you must keep confidential)*;

(c) is sub-licensable to the Replacement Supplier (including where the Replacement Supplier is a competitor of the Supplier) where the Replacement Supplier either:

(i) enters into a direct arrangement with the Supplier in the form set out in Annex 2; or

(ii) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 *(What you must keep confidential)*; and

(d) is subject to the restriction that no sub-licence granted to the Supplier Existing IPR shall purport to provide the sub-licensee with any wider rights than those granted to the Buyer under this Paragraph.

2.4. For the purposes of Paragraph 2.3, the relevant purposes are

2.4.1. to allow the Buyer or any End User to receive and use the Deliverables;

2.4.2. to allow the Buyer to commercially exploit (including by publication under Open Licence) the New IPR and New IPR Items; and

2.4.3. for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Public Sector Body, any other Public Sector Body's) business or function.

3. **Licences granted by the Buyer**

3.1. The Buyer grants the Supplier a licence to the New IPR and Buyer Existing IPR that:

3.1.1. is non-exclusive, royalty-free and non-transferable;

3.1.2. is sub-licensable to any Sub-contractor where:

(a) the Sub-contractor enters into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 19 *(What you must keep confidential)*; and

(b) the sub-licence does not purport to provide the sub-licensee with any wider rights than those granted to the Supplier under this Paragraph;

3.1.3. allows the Supplier and any sub-licensee to use, copy and adapt any Buyer Existing IPR and New IPR for the purpose of fulfilling its obligations under the Framework Agreement; and

3.1.4. terminates at the end of the Framework Agreement Period or the end of any Termination Assistance Period, whichever is the later.

3.2. When the licence granted under Paragraph 3.1 terminates, the Supplier must, and must ensure that each Sub-contractor granted a sub-licence under Paragraph 3.1.2:

3.2.1. immediately cease all use of the Buyer Existing IPR and New IPR (including the Government Data within which the Buyer Existing IPR or New IPR may subsist);

3.2.2. either:

(a) at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Existing IPR, New IPR and the Government Data; or

(b) if the Buyer has not made an election within six months of the termination of the licence, destroy the documents and other tangible materials that contain any of the Buyer Existing IPR, the New IPR and the Government Data (as the case may be); and

3.2.3. ensure, so far as reasonably practicable, that any Buyer Existing IPR, New IPR and Government Data held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier.

4. **Licences in respect of Third Party IPR**

4.1. The Supplier shall not use in the delivery of the Deliverables any Third Party IPR unless:

4.1.1. it is Approved; and

4.1.2. one of the following conditions is met:

(a) the owner or an authorised licensor of the relevant Third Party IPR has granted a direct Third Party IPR Licence on the terms set out in Paragraph 4.1.3;

(b) if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a Third Party IPR licence as set out in Paragraph 4.1.2(a), all the following conditions are met:

(i) the Supplier has notified the Buyer in writing giving details of:

A. what licence terms can be obtained from the relevant third party; and

B. whether there are providers which the Supplier could seek to use and the licence terms obtainable from those third parties;

(ii) the Buyer has agreed to accept the licence terms of one of those third parties; and

(iii) the owner and authorised licensor of the Third Party IPR has granted a direct licence of the Third Party IPR to the Buyer on those terms; or

(c) the Buyer has provided authorisation to the use of the Third Party IPR in writing, with reference to the acts authorised and the specific IPR involved.

4.1.3. The Third Party IPR licence referred to in Paragraph 4.1 is the licence set out in Paragraph 2.3 as if:

(a) the term Third Party IPR were substituted for the term Supplier Existing IPR; and

(b) the term third party were substituted for the term Supplier,

in each place they occur.

5. Open Licence Publication

5.1. Subject to Paragraph 5.5, the Supplier agrees that the Buyer may at its sole discretion publish under Open Licence all or part of the New IPR Items.

5.2. The Supplier warrants that:

5.2.1. the New IPR Items are suitable for release under Open Licence;

5.2.2. in developing the New IPR is has used reasonable endeavours to ensure that:

(a) the publication by the Buyer will not:

(i) allow a third party to use them in any way that could reasonably be foreseen to compromise the operation or security of the New IPRs;

(ii) cause any harm or damage to any party using them; or

(iii) breach the rights of any third party;

(b) they do not contain any material which would bring the Buyer into disrepute if published.

5.3. The Supplier must not include in the New IPR provided for publication by Open Licence any Supplier Existing IPRs unless the Supplier consents to:

5.3.1. their publication by the Buyer under Open Licence; and

5.3.2. their subsequent licence and treatment as Open Licence under the terms of the licence chosen by the Buyer.

5.4. The Supplier must supply any or all New IPR Items in a format (whether it is provided in any other format or not) suitable for publication under an Open Licence (the **Open Licence Publication Material**) within 30 Working Days of written request from the Buyer (**Buyer Open Licence Request**).

5.5. The Supplier may within 15 Working Days of Buyer Open Licence Request under Paragraph 5.4 request in writing that the Buyer excludes all or part of:

5.5.1. the New IPR Items; or

5.5.2. Supplier Existing IPR or Third Party IPR that would otherwise be included in the Open Licence Publication Material supplied to the Buyer pursuant to Paragraph 5.4,

from Open Licence publication.

5.6. The Supplier's request under Paragraph 5.5 must include the Supplier's assessment of the impact the Buyer's agreeing to the request would have on its ability to publish other New IPR Items under an Open Licence.

5.7. Any decision to Approve any such request from the Supplier under Paragraph 5.5 shall be at the Buyer's sole discretion, not to be unreasonably withheld or delayed, or made subject to unreasonable conditions.

6. **Patents**

6.1. Where a patent owned by the Supplier is infringed by the use of the New IPR by the Buyer or any Replacement Supplier, the Supplier hereby grants to the Buyer and the Replacement Supplier a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software.

Part B: Intellectual Property Rights (ICT Services)

NOT USED

Schedule 7 (Staff Transfer)

1. Definitions

1.1. In this Schedule the following words have the following meanings and supplement Schedule 1 (*Definitions*):

"Admission Agreement"	either or both of the CSPS Admission Agreement (as defined in Annex D1: CSPS) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
"Employee Liability"	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following: a. redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; b. unfair, wrongful or constructive dismissal compensation; c. compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; d. compensation for less favourable treatment of part-time workers or fixed term employees; e. outstanding debts and unlawful deduction of wages including any PAYE and NIC in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions; f. claims whether in tort, contract or statute or otherwise; and g. any investigation by the EHRC or other enforcement, regulatory or supervisory body

	and of implementing any requirements which may arise from such investigation;
"Fair Deal Employees"	as defined in Part D;
"Final Supplier Staff List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Former Supplier"	a supplier supplying the Services to the Buyer before any Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any subcontractor of such supplier (or any subcontractor of any such subcontractor);
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: *"Fair Deal for staff pensions: staff transfer from central government"* issued in October 2013 including: a. any amendments to that document immediately prior to the Relevant Transfer Date; b. any similar pension protection in accordance with the Annexes inclusive to Part of this Schedule as notified to the Supplier by the Buyer;
"Notified Subcontractor"	a Subcontractor identified in the Annexe to this Schedule to whom Transferring Buyer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
"Old Fair Deal"	HM Treasury Guidance *"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"* issued in June 1999 including the supplementary guidance *"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"* issued in June 2004;
"Partial Termination"	the partial termination of the Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 14.4 (*When the Buyer can end the contract*) or 14.6 (*When the Supplier can end the contract*);
"Provisional Supplier Staff List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Replacement Subcontractor"	a subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer

	on a Service Transfer Date (or any subcontractor of any such subcontractor);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
"Staffing Information"	in relation to all persons identified on the Provisional Supplier Staff List or Final Supplier Staff List, as the case may be, the information required in Annex E2 (T*able of Staffing Information*) in that format together with employee liability information specified in regulation 11(2) and 11(3) and if applicable 11(4) of the Employment Regulations and such other information as the Buyer may reasonably require. The Buyer may acting reasonably make changes to the format or information requested in Annex E2 from time to time.
"Statutory Schemes"	means the CSPS, NHSPS or LGPS as defined in the Annexes to Part D of this Schedule;
'Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
'Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
'Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. Interpretation

Where a provision in this Schedule imposes any obligation on the Supplier including to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

The following parts of this Schedule apply to the Contract:

1. Part A – N/A
2. Part B – N/A
3. Part C (No Staff Transfer Expected On Operational Services Commencement Date);
4. Part D (Pensions):

   - Annex D1 (CSPS) – *where applicable*

   - Annex D2 (NHSPS) – *where applicable*

   - Annex D3 (LGPS) – *where applicable*

   - Annex D4 (Other Schemes) – *where applicable*

5. Part E (Staff Transfer on Exit) of this Schedule always apply to the Contract, including:

1. Annex E1 (List of Notified Subcontractors);
2. Annex E2 (Staffing Information).

Part A: Staff Transfer at the Start Date Transferring Employees from the Buyer to the Supplier

NOT USED

Part B: Staff transfer at the Start Date
Transfer from a Former Supplier on Re-procurement

NOT USED

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

1.1. The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services is not expected to be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.

1.2. Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that their contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:

1.2.1. the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, give notice to the Former Supplier;

1.2.2. the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 15 Working Days of receipt of notice from the Supplier or the Subcontractor, provided always that such steps are in compliance with applicable Law;

1.2.3. if such offer of employment is accepted, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from its employment; and

1.2.4. if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.5:

(a) the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 provided that the Supplier takes, or shall procure that the Notified Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and

(b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

1.3. If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the period(s) referred to in Paragraph 1.2 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, (a) comply with such obligations as may be imposed upon it under Law and (b) comply with the provisions of Part D (Pensions) and its Annexes of this Staff Transfer Schedule.

1.4. Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.3, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

1.5. The indemnities in Paragraph 1.2 do not apply to any claim:

1.5.1. for any contravention of the Equality Act 2010; or

1.5.2. equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in relation to any alleged act or omission of the Supplier and/or Subcontractor; or

1.5.3. any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and

1.6. The indemnities in Paragraph 1.2 do not apply to any termination of employment occurring later than 6 Months after the relevant Transfer Date.

1.7. If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part D: Pensions

1. Definitions

1.1. In this Part D and Part E, the following words have the following meanings and supplement Schedule 1 (*Definitions*), and are deemed to include the definitions set out in the Annexes:

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Best Value Direction"	the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);
"Broadly Comparable"	a. in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and b. in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department, and **"Broad Comparability"** is construed accordingly;
"CSPS"	the schemes as defined in Annex D1 to this Part D;
"Direction Letter/Determination"	has the meaning in Annex D2 to this Part D;
"Fair Deal Eligible Employees"	each of the CSPS Eligible Employees (as defined in Annex D1 to this Part D), the NHSPS Eligible Employees (as defined in Annex D2 to this Part D) and/or the LGPS Eligible Employees (as defined in Annex D3 to this Part D) (as applicable) (and include any such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with Paragraph 10 or 11 of this Part D);
"Fair Deal Employees"	those: a. Transferring Buyer Employees; and/or b. Transferring Former Supplier Employees; and/or c. employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the

	Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C; d. where the Former Supplier becomes the Supplier those employees; who at the Start Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;
"Fair Deal Schemes"	the relevant Statutory Scheme or a Broadly Comparable pension scheme;
"Fund Actuary"	Fund Actuary as defined in Annex D3 to this Part D;
"LGPS"	the schemes as defined in Annex D3 to this Part D;
"NHSPS"	the schemes as defined in Annex D2 to this Part D; and
"New Fair Deal"	has the meaning given to it in Paragraph 1 of this Schedule 7 *(Staff Transfer)*.

2. Supplier obligations to participate in the pension schemes

2.1. In respect of all or any Fair Deal Employees each of Annex D1: CSPS, Annex D2: NHSPS and/or Annex D3: LGPS apply, as appropriate.

2.2. The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter/Determination, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.

2.3. The Supplier undertakes:

2.3.1. to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter/Determination or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and

2.3.2. subject to Paragraph 5 of Annex D3: LGPS to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

2.4. Where the Supplier is the Former Supplier (or a Subcontractor is a subcontractor of the Former Supplier) and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor) at the Start Date, this Part D and its Annexes shall be modified accordingly so that the Supplier (or Subcontractor) shall comply with its requirements from the Start Date or, where it previously provided a Broadly Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Supplier (or Subcontractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the Buyer.

3. Supplier obligation to provide information

3.1. The Supplier undertakes to the Buyer*:*

3.1.1. to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and

3.1.2. not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed); and

3.1.3. such records as would be necessary to manage the pension aspects in relation to any current or former New Deal Eligible Employees arising on expiry or termination of the Contract.

4. Indemnities the Supplier must give

4.1. The Supplier undertakes to the Buyer to indemnify and keep indemnified the Buyer and/or any Replacement Supplier and/or any Replacement Subcontractor on demand from and against all and any Losses whatsoever suffered or incurred by it or them which:

4.1.1. arise out of or in connection with any liability towards all and any Fair Deal Employees in respect of service on or after the Relevant Transfer Date which arises from any Default by the Supplier of this Part D, and/or the CSPS Admission Agreement and/or the Direction Letter/Determination and/or the LGPS Admission Agreement;

4.1.2. relate to the payment of benefits under and/or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the Supplier or a Subcontractor on and after the Relevant Transfer Date until the date of termination or expiry of the Contract, including the Statutory Schemes or any Broadly Comparable pension scheme provided in accordance with Paragraphs 10 or 11 of this Part D;

4.1.3. relate to claims by Fair Deal Employees of the Supplier and/or of any Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

(a) relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of the Contract;

(b) arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of the Contract; and/or

4.1.4. arise out of or in connection with the Supplier (or its Subcontractor) allowing anyone who is not an NHSPS Fair Deal Employee to join or claim membership of the NHSPS at any time during the Contract Period.

4.2. The indemnities in this Part D and its Annexes:

4.2.1. shall survive termination of the Contract; and

4.2.2. shall not be affected by the caps on liability contained in Clause 15 *(How much you can be held responsible for)*.

5. What happens if there is a dispute

5.1. The Dispute Resolution Procedure will not apply to this Part D and any dispute (i) between the Buyer and the Supplier or (ii) between their respective actuaries and/or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the Buyer and the Supplier be referred to an independent Actuary:

5.1.1. who will act as an expert and not as an arbitrator;

5.1.2. whose decision will be final and binding on the Buyer and the Supplier; and

5.1.3. whose expenses shall be borne equally by the Buyer and the Supplier unless the independent Actuary shall otherwise direct.

5.2. The independent Actuary shall be agreed by the Parties or, failing such agreement the independent Actuary shall be appointed by the President for the time being of the Institute and Faculty of Actuaries on the application by the Parties.

6. Other people's rights

6.1. The Parties agree Clause 23 (*Other people's rights in the contract*) shall apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them or it by the Supplier under this Part D, in their or its own right under section 1(1) of the CRTPA.

6.2. Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Subcontractor in their or its own right under section 1(1) of the CRTPA.

7. What happens if there is a breach of this Part D

7.1. The Supplier shall notify the Buyer should it Default any obligations it has under this Part D and agrees that the Buyer may terminate the Contract for Material Default and the consequences of termination set out in Clause 14.5.1 apply if the Supplier:

7.1.1. commits an irremediable Default of any provision or obligation it has under this Part D; or

7.1.2. commits a Default of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the Default and requiring the Supplier to remedy it.

8. Transferring New Fair Deal Employees

8.1. Save on expiry or termination of the Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations or other form of compulsory transfer of employment), the Supplier shall and shall procure that any relevant Subcontractor shall:

8.1.1. notify the Buyer as far as reasonably practicable in advance of the transfer to allow the Buyer to make the necessary arrangement for participation with the relevant Statutory Scheme(s);

8.1.2. consult with about, and inform those Fair Deal Employees of, the pension provisions relating to that transfer; and

8.1.3. procure that the employer to which the Fair Deal Employees are transferred (the **"New Employer"**) complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

9. What happens to pensions if the Contract ends

9.1. The provisions of Part E: Staff Transfer on Exit (*Mandatory*) apply in relation to pension issues on expiry or termination of the Contract.

9.2. The Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the Contract provide all such co-operation and assistance (including co-operation and assistance from the Broadly Comparable pension scheme's Actuary) as the Replacement Supplier and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection following a Service Transfer.

10. Broadly Comparable Pension Schemes on The Relevant Transfer Date

10.1. If the terms of any of Paragraphs 4 of Annex D2: NHSPS or 3.1 of Annex D3: LGPS applies, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

10.2. Such Broadly Comparable pension scheme must be:

10.2.1. established by the Relevant Transfer Date;

10.2.2. a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;

10.2.3. capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Supplier's Broadly Comparable pension scheme (unless otherwise instructed by the Buyer);

10.2.4. capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and

10.2.5. maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).

10.3. Where the Supplier has provided a Broadly Comparable pension pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall):

10.3.1. supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than 7 days after receipt of the certificate;

10.3.2. be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including any debts arising under section 75 or 75A of the Pensions Act 1995;

10.3.3. instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Supplier's Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). This will be with a view to the bulk transfer terms providing day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme in respect of any Fair Deal Eligible Employee who consents to such a transfer; and

10.3.4. provide a replacement Broadly Comparable pension scheme in accordance with this Paragraph 10 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection if the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the 2 schemes).

10.4. Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the Contract:

10.4.1. allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be on a past service reserve basis which should be calculated allowing for projected final salary at the assumed date of retirement, leaving service or death (in the case of final salary benefits). The actuarial basis for this past service reserve basis should be aligned to the funding requirements of the Broadly Comparable pension scheme in place at the time the bulk transfer terms are offered. The bulk transfer terms shall be subject to an underpin in relation to any service credits awarded in the Broadly Comparable pension scheme in accordance with Paragraph 10.3.3 such that the element of the past service reserve amount which relates to such service credits shall be no lower than that required by the bulk transfer terms that were agreed in accordance with Paragraph 10.3.3) but using the last day of the Fair Deal Eligible Employees' employment with the Supplier or Subcontractor (as appropriate) as the date used to determine the actuarial assumptions; and

10.4.2. if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary to the Replacement Suppliers Broadly Comparable pension scheme (or to the relevant Statutory Scheme if applicable)) than the transfer payment which would have been paid had Paragraph 10.4.1 been complied with, the Supplier shall (or shall procure that the Subcontractor shall) pay the amount of the difference to the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) or as the Buyer shall otherwise direct. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the difference as required under this Paragraph.

11. Broadly Comparable Pension Schemes In Other Circumstances

11.1. If the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and/or 3.2 of Annex D3: LGPS apply, the Supplier shall (and shall, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

11.2. Such Broadly Comparable pension scheme must be:

11.2.1. established by the date of cessation of participation in the Statutory Scheme;

11.2.2. a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;

11.2.3. capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by the Buyer);

11.2.4. capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and

11.2.5. maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).

11.3. Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall):

11.3.1. supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the Statutory Scheme (where possible) and in any event no later than 7 days after receipt of the certificate;

11.3.2. be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995; and

11.3.3. where required to do so by the Buyer, instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). The Supplier must ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from the Statutory Scheme and the Supplier shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme; and

11.3.4. provide a replacement Broadly Comparable pension scheme in accordance with this Paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection if the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the 2 schemes).

11.4. Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the Contract allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day and/or pound for pound credits (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) in the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the Replacement Supplier’s Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) to fund the required credits (**"the Shortfall"**), the Supplier or the Subcontractor (as agreed between them) must pay the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier. The Supplier shall indemnify the Buyer or the Replacement Supplier’s

Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the Shortfall under this Paragraph.

12. Right Of Set-Off

12.1. The Buyer may set off against any payments due to the Supplier under the Contract an amount equal to:

12.1.1. any unpaid employer's contributions or employee's contributions or any other financial obligations under the CSPS or any CSPS Admission Agreement in respect of the CSPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;

12.1.2. any unpaid employer's contributions or employee's contributions or any other financial obligations under the NHSPS or any Direction Letter/Determination in respect of the NHSPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee; or

12.1.3. any unpaid employer's contributions or employee's contributions or any other financial obligations under the LGPS or any LGPS Admission Agreement in respect of the LGPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;

and shall pay such set off amount to the relevant Statutory Scheme.

12.2. The Buyer shall also have a right to set off against any payments due to the Supplier under the Contract all reasonable costs and expenses incurred by the Buyer as result of Paragraph 12.1.

Annex D1 – Civil Service Pensions Schemes (CSPS)

1. Definitions

1.1. In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and supplement Schedule 1 (*Definitions*):

"CSPS Admission Agreement"	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
"CSPS Eligible Employee"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement;
"CSPS Fair Deal Employee"	a Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the CSPS in accordance with the provisions of New Fair Deal; and
"CSPS"	the "Alpha" pension scheme introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014 available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme.

2. Access to equivalent pension schemes after transfer

2.1. In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any CSPS Fair Deal Employee compulsorily transfers as a result of either the award of the Contract or a Relevant Transfer, if not an employer which participates automatically in the CSPS, shall each secure a CSPS Admission Agreement to ensure that CSPS Fair Deal Employees or CSPS Eligible Employees as appropriate shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date. The Supplier and/or any of its Subcontractors shall procure that the CSPS Fair Deal Employees continue to accrue benefits in the CSPS in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.

2.2. If the Supplier and/or any of its Subcontractors enters into a CSPS Admission Agreement in accordance with Paragraph 2.1 but the CSPS Admission Agreement is terminated during the term of the Contract for any reason at a time when the Supplier or Subcontractor still employs any CSPS Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining

CSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the CSPS on the date those CSPS Eligible Employees ceased to participate in the CSPS in accordance with the provisions of Paragraph 11 of Part D.

Annex D2 – NHS Pension Schemes

1. Definitions

1.1. In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and supplement Schedule 1 (*Definitions*):

"Direction Letter/Determination"	an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Subcontractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Subcontractor in the NHSPS in respect of the NHSPS Eligible Employees;
"NHS Broadly Comparable Employees"	means each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either: a. their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or b. their employment with a Former Supplier who provides access to either the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier), but who is now ineligible to participate in the NHSPS under the rules of the NHSPS and in respect of whom the Buyer has agreed are to be provided with a Broadly Comparable pension scheme to provide Pension Benefits that are Broadly Comparable to those provided under the NHSPS;
"NHSPS Eligible Employees"	any NHSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the NHSPS under a Direction Letter/Determination Letter;
"NHSPS Fair Deal Employees"	means other than the NHS Broadly Comparable Employees, each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was

	entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either: a. their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or b. their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier), and, in each case, being continuously engaged for more than 50% of their employed time in the delivery of services (the same as or similar to the Services). For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee;
"NHS Body"	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
"NHS Pensions"	NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;
"NHSPS"	the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;

"NHS Pension Scheme Arrears"	any failure on the part of the Supplier or its Subcontractors (if any) to pay employer's contributions or deduct and pay across employee's contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees;
"NHS Pension Scheme Regulations"	as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;
"NHS Premature Retirement Rights"	rights to which any Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
"Pension Benefits"	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme; and
"Retirement Benefits Scheme"	a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.

2. Membership of the NHS Pension Scheme

2.1. In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any NHSPS Fair Deal Employee compulsorily transfers as a result of either the award of the Contract or a Relevant Transfer, if not an NHS Body or other employer which participates automatically in the NHSPS, shall each secure a Direction Letter/Determination to enable the NHSPS Fair Deal Employees to retain either continuous active membership of or eligibility for the NHSPS for so long as they remain employed in connection with the delivery of the Services under the Contract.

2.2. Where it is not possible for the Supplier and/or any of its Subcontractors to secure a Direction Letter/Determination on or before the Relevant Transfer Date, the Supplier must secure a Direction Letter/Determination as soon as possible after the Relevant Transfer Date, and in the period between the Relevant Transfer Date and the date the Direction Letter/Determination is secure, the Provider must ensure that:

2.2.1. all employer's and NHSPS Fair Deal Employees' contributions intended to go to the NHSPS are kept in a separate bank account; and

2.2.2. the Pension Benefits and Premature Retirement Rights of NHSPS Fair Deal Employees are not adversely affected.

2.3. The Supplier must supply to the Buyer a complete copy of each Direction Letter/Determination within 5 Working Days of receipt of the Direction Letter/Determination.

2.4. The Supplier must ensure (and procure that each of its Subcontractors (if any) ensures) that all of its NHSPS Fair Deal Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter/Determination.

2.5. The Supplier will (and will procure that its Subcontractors (if any) will) comply with the terms of the Direction Letter/Determination, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health and Social Care in respect of the NHSPS Fair Deal Employees for so long as it remains bound by the terms of any such Direction Letter/Determination.

2.6. Where any employee omitted from the Direction Letter/Determination supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Fair Deal Employee, the Supplier will (and will procure that its Subcontractors (if any) will) treat that person as if they had been an NHSPS Fair Deal Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.

2.7. The Supplier will (and will procure that its Subcontractors (if any) will) provide any indemnity, bond or guarantee required by NHS Pensions in relation to a Direction Letter/Determination.

3. Continuation of early retirement rights after transfer

From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Subcontractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Fair Deal Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

4. NHS Broadly Comparable Employees

The Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the NHSPS Broadly Comparable Employees membership of a pension scheme which is Broadly Comparable to NHSPS on the Relevant Transfer Date in accordance with Paragraph 10 of Part D. For the avoidance of doubt, this requirement is separate from any requirement to offer a Broadly Comparable pension scheme in accordance with Paragraph 5.2 below.

5. What the Buyer will do if the Supplier breaches and/or cancels its pension obligations

5.1. The Buyer may make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Subcontractors) breaches the terms of its Direction Letter/Determination. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer if it (or its Subcontractor) breaches the terms of its Direction Letter/Determination.

5.2. If the Supplier (or its Subcontractors, if relevant) ceases to participate in the NHSPS for whatever reason, the Supplier (or any such Subcontractor, as appropriate) shall offer the NHSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the NHSPS on the date the NHSPS Eligible Employees ceased to participate in the NHSPS in accordance with the provisions of Paragraph 11 of Part D.

5.3. If the Buyer is entitled to terminate the Contract or the Supplier (or its Subcontractor, if relevant) ceases to participate in the NHSPS for whatever other reason, the Buyer may in its sole discretion, and instead of exercising its right to terminate the Contract where relevant, permit the Supplier (or any such Subcontractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Buyer. The provisions of Paragraph 10 (Bulk Transfer Obligations in relation to any Broadly Comparable pension scheme) of Part D: Pensions apply in relation to any Broadly Comparable pension scheme established by the Supplier or its Subcontractors.

5.4. In addition to the Buyer's right to terminate the Contract, if the Buyer is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Buyer will be entitled to deduct all or part of those arrears from any amount due to be paid under the Contract or otherwise.

6. Compensation when pension scheme access can't be provided

6.1. If the Supplier (or its Subcontractor, if relevant) is unable to provide the NHSPS Eligible Employees with either membership of:

6.1.1. the NHSPS (having used its best endeavours to secure a Direction Letter/Determination); or

6.1.2. a Broadly Comparable pension scheme,

the Buyer may in its sole discretion permit the Supplier (or any of its Subcontractors) to compensate the NHSPS Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Subcontractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Fair Deal Employees. The Supplier must meet (or must procure that the relevant Subcontractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.

6.2. This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

7. Indemnities that a Supplier must give

7.1. The Supplier indemnifies and keeps indemnified the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Fair Deal Employee or any NHS Broadly Comparable Employees that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of their employment rights.

Annex D3 – Local Government Pension Schemes (LGPS)

1. Definitions

1.1. In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and supplement Schedule 1 (*Definitions*):

"2013 Regulations"	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) (as amended from time to time);
"Administering Authority"	in relation to the Fund **[insert** name], the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013;
"Fund Actuary"	the actuary to a Fund appointed by the Administering Authority of that Fund;
"Fund"	**[insert** name], a pension fund within the LGPS;
["Initial Contribution Rate"]	[XX %] of pensionable pay (as defined in the 2013 Regulations);]
"LGPS"	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
"LGPS Admission Agreement"	an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013;
"LGPS Admission Body"	an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013);
"LGPS Eligible Employees"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS;
"LGPS Fair Deal Employees"	any Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the LGPS or a pension scheme that is Broadly Comparable to the LGPS in accordance with the provisions in accordance with the provisions of New Fair Deal and/or the Best Value Direction; and
"LGPS Regulations"	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations

	(in each case as amended from time to time) which are from time to time applicable to the LGPS.

2. Supplier must become a LGPS admission body

2.1. In accordance with the principles of New Fair Deal and/or the Best Value Direction, the Supplier and/or any of its Subcontractors to which the employment of any LGPS Fair Deal Employee compulsorily transfers as a result of either the award of the Contract or a Relevant Transfer, if not a scheme employer which participates automatically in the LGPS, shall each become an LGPS Admission Body by entering into an LGPS Admission Agreement with effect from the Relevant Transfer Date to enable the LGPS Fair Deal Employees to retain either continuous active membership of or eligibility for the LGPS on and from the Relevant Transfer Date for so long as they remain employed in connection with the delivery of the Services under the Contract.

OPTION 1

2.2. [Any LGPS Fair Deal Employees who:

2.2.1. were active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall be admitted to the LGPS with effect on and from the Relevant Transfer Date; and

2.2.2. were eligible to join the LGPS (or a Broadly Comparable pension scheme) but were not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall retain the ability to join the LGPS on or after the Relevant Transfer Date if they wish to do so.]

OPTION 2

[Any LGPS Fair Deal Employees whether:

2.2.3. active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date; or

2.2.4. eligible to join the LGPS (or a Broadly Comparable pension scheme) but not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date

shall be admitted to the LGPS with effect on and from the Relevant Transfer Date. The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Fair Deal Employees in any pension scheme other than the LGPS unless they cease to be eligible for membership of the LGPS.]

2.3. The Supplier shall (and will procure that its Subcontractors (if any) shall) provide at its own cost any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.

3. Broadly Comparable Scheme

3.1. If the Supplier and/or any of its Subcontractors is unable to obtain an LGPS Admission Agreement in accordance with Paragraph 2.1

because the Administering Authority will not allow it to participate in the Fund, the Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the LGPS Fair Deal Employees membership of a pension scheme which is Broadly Comparable to LGPS on the Relevant Transfer Date in accordance with the provisions of Paragraph 10 of Part D.

3.2. If the Supplier and/or any of its Subcontractors becomes an LGPS Admission Body in accordance with Paragraph 2.1 but the LGPS Admission Agreement is terminated during the term of the Contract for any reason at a time when the Supplier or Subcontractors still employs any LGPS Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining LGPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the LGPS on the date the LGPS Eligible Employees ceased to participate in the LGPS in accordance with the provisions of Paragraph 11 of Part D.

4. Discretionary Benefits

Where the Supplier and/or any of its Subcontractors is an LGPS Admission Body, the Supplier shall (and procure that its Subcontractors shall) comply with its obligations under regulation 60 of the 2013 Regulations in relation to the preparation of a discretionary policy statement.

5. LGPS Risk Sharing

5.1. Subject to Paragraphs 5.4 to 5.10, if at any time during the term of the Contract the Administering Authority, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or other payments to the Fund in aggregate in excess of the Initial Contribution Rate, the excess of employer contributions above the Initial Contribution Rate for a Contract Year (the **"Excess Amount"**) shall be paid by the Supplier or the Subcontractor, as the case may be, and the Supplier shall be reimbursed by the Buyer.

5.2. Subject to Paragraphs 5.4 to 5.9 and 5.11, if at any time during the Contract Period, the Administering Authority, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or payments to the Fund in aggregate below the Initial Contribution Rate for a Contract Year, the Supplier shall reimburse the Buyer an amount equal to A–B (the **"Refund Amount"**) where:

5.2.1. the amount which would have been paid if contributions and payments had been paid equal to the Initial Contribution Rate for that Contract Year; and

5.2.2. the amount of contributions or payments actually paid by the Supplier or Subcontractor for that Contract Year, as the case may be, to the Fund.

5.3. Subject to Paragraphs 5.4 to 5.10, where the Administering Authority obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor is required to pay any exit payment under Regulation 64(2) of the 2013 Regulations (the **"Exit Payment"**), such Exit Payment shall be paid by the Supplier or any Subcontractor (as the case may be) and the Supplier shall be reimbursed by the Buyer.

5.4. The Supplier and any Subcontractors shall at all times be responsible for the following costs:

5.4.1. any employer contributions relating to the costs of early retirement benefits arising on redundancy or as a result of business efficiency under Regulation 30(7) of the 2013 Regulations or otherwise;

5.4.2. any payment of Fund benefits to active members on the grounds of ill health or infirmity of mind or body under Regulation 35 of the 2013 Regulations or otherwise;

5.4.3. any payment of Fund benefits to deferred or deferred pensioner members on the grounds of ill health or infirmity of mind or body under Regulation 38 of the 2013 Regulations or otherwise;

5.4.4. any employer contributions relating to the costs of early or flexible retirement where the actuarial reduction is waived in whole or in part or a cost neutral reduction is not applied with the consent of the Supplier or any relevant Subcontractor including without limitation any decision made under Regulation 30(8) of the 2013 Regulations or Schedule 2 of The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014;

5.4.5. any employer contributions relating to the costs of enhanced benefits made at the discretion of the Supplier or any relevant Subcontractors including without limitation additional pension awarded under Regulation 31 of the 2013 Regulations or otherwise;

5.4.6. any increase to the employer contribution rate resulting from the award of pay increases by the Supplier or relevant Subcontractors in respect of all or any of the LGPS Eligible Employees in excess of the pay increases assumed in the Fund's most recent actuarial valuation (unless the Supplier and/or any Subcontractor is contractually bound to provide such increases on the Relevant Transfer Date);

5.4.7. to the extent not covered above, any other costs arising out of or in connection with the exercise of any discretion or the grant of any consent under the LGPS Regulations by the Supplier or any relevant Subcontractors where a member does not have an absolute entitlement to that benefit under the LGPS;

5.4.8. any cost of the administration of the Fund that are not met through the Supplier's or Subcontractor's employer contribution rate, including without limitation an amount specified in a notice given by the Administering Authority under Regulation 70 of the 2013 Regulations;

5.4.9. the costs of any reports and advice requested by or arising from an instruction given by the Supplier or a Subcontractor from the Fund Actuary; and/or

5.4.10. any interest payable under the 2013 Regulations or LGPS Administration Agreement.

5.5. For the purposes of calculating any Exit Payment, Excess Amount or Refund Amount, any part of such an amount which is attributable to any costs which the Supplier or Subcontractors are responsible for in accordance with Paragraph 5.4 above shall be disregarded and excluded from the calculation. In the event of any dispute as to level of any cost that should be excluded from the calculation, the opinion of the Fund Actuary shall be final and binding.

5.6. Where the Administering Authority obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor receives payment of an exit credit payment under Regulation 64(2) of the 2013 Regulations (the **"Exit Credit"**), the Supplier shall (or procure that any Subcontractor shall) reimburse the Buyer an amount equal to the Exit Credit within 20 Working Days of receipt of the Exit Credit.

5.7. The Supplier shall (or procure that the Subcontractor shall) notify the Buyer in writing within 20 Working Days:

5.7.1. of the end of each Contract Year of any Excess Amount or Refund Amount due in respect of the Contract Year that has just ended and provide a reasonable summary of how the Excess Amount or Refund Amount was calculated; and

5.7.2. of being informed by the Administering Authority of any Exit Payment or Exit Credit that is determined by as being due from or to the Supplier or a Subcontractor and provide a copy of any revised rates and adjustments certificate detailing the Exit Payment or Exit Credit and its calculation.

5.8. Within 20 Working Days of receiving the notification under Paragraph 5.7 above, the Buyer shall either:

5.8.1. notify the Supplier in writing of its acceptance of the Excess Amount, Refund Amount or Exit Payment;

5.8.2. request further information or evidence about the Excess Amount, Refund Amount or Exit Payment from the Supplier; and/or

5.8.3. request a meeting with the Supplier to discuss or clarify the information or evidence provided.

5.9. Where the Excess Amount, Refund Amount or Exit Payment is agreed following the receipt of further information or evidence or following a meeting in accordance with Paragraph 5.8 above, the Buyer shall notify the Supplier in writing. If the Parties are unable to agree the amount of the Excess Amount, Refund Amount or Exit Payment they shall follow the Dispute Resolution Procedure.

5.10. Any Excess Amount or Exit Payment agreed by the Buyer or in accordance with the Dispute Resolution Procedure shall be paid by the Buyer within timescales as agreed between Buyer and Supplier. The amount to be paid by the Buyer shall be an amount equal to the Excess Amount or Exit Payment less an amount equal to any corporation tax relief which has been claimed in respect of the Excess Amount or Exit Payment by the Supplier or a Subcontractor.

5.11. Any Refund Amount agreed by the Buyer or in accordance with the Dispute Resolution Procedure as payable by the Supplier or any Subcontractor to the Buyer, shall be paid by the Supplier or any Subcontractor forthwith as the liability has been agreed. If the Supplier or any Subcontractor fails to pay any agreed Refund Amount, the Buyer shall demand in writing the immediate payment of the agreed Refund Amount by the Supplier and the Supplier shall make payment within 7 Working Days of such demand.

5.12. This Paragraph 5 shall survive termination of the Contract.

Annex D4 – Other Schemes

[Placeholder for Pension Schemes other than LGPS, CSPS & NHSPS]

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

1.1. The Supplier shall, within 20 Working Days of the earliest of:

1.1.1. receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;

1.1.2. receipt of the giving of notice of early termination or any Partial Termination of the Framework Agreement; and

1.1.3. the date which is 12 Months before the end of the Framework Agreement Period; or

1.1.4. receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Provisional Supplier Staff List, together with the Staffing Information in relation to the Provisional Supplier Staff List and it shall provide an updated Provisional Supplier Staff List at such intervals as are reasonably requested by the Buyer.

1.2. At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor

1.2.1. the Final Supplier Staff List, which shall identify the basis upon which they are Transferring Supplier Employees and

1.2.2. the Staffing Information in relation to the Final Supplier Staff List (insofar as such information has not previously been provided).

1.3. The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.

1.4. The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5. From the date of the earliest event referred to in Paragraphs 1.1.1, 1.1.2 and 1.1.3, the Supplier shall not assign any person to the provision of the Services who is not listed on the Provisional Supplier Staff List and shall, unless otherwise instructed by the Buyer (acting reasonably):

1.5.1. not replace or re-deploy any Supplier Staff listed on the Provisional Supplier Staff List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person they replace;

1.5.2. not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Staff (including any payments connected with the termination of employment);

1.5.3. not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;

1.5.4. not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Provisional Supplier Staff List;

1.5.5. not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);

1.5.6. not terminate or give notice to terminate the employment or contracts of any persons on the Provisional Supplier Staff List save by due disciplinary process;

1.5.7. not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor;

1.5.8. give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Staff and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;

1.5.9. co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;

1.5.10. promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Provisional Supplier Staff List regardless of when such notice takes effect;

1.5.11. not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));

1.5.12. not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;

1.5.13. fully fund any Broadly Comparable pension schemes set up by the Supplier;

1.5.14. maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of the Contract (including identification of the Fair Deal Employees);

1.5.15. promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of the Contract; and

1.5.16. fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of the Contract.

1.6. On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Contract Period, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:

1.6.1. the numbers of Supplier Staff engaged in providing the Services;

1.6.2. the percentage of time spent by each Supplier Staff engaged in providing the Services;

1.6.3. the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and

1.6.4. a description of the nature of the work undertaken by each Supplier Staff by location.

1.7. The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Final Supplier Staff List who is a Transferring Supplier Employee:

1.7.1. the most recent month's pay slip data;

1.7.2. details of cumulative pay for tax and pension purposes;

1.7.3. details of cumulative tax paid;

1.7.4. updated tax code as at the Service Transfer Date if the code has changed since it was previously have been provided;

1.7.5. updated details of any voluntary deductions from pay as at the Service Transfer Date if changes have occurred since the details were previously provided;

1.7.6. a copy of the personnel file and all other records regarding the service of the Transferring Supplier Employee;

1.7.7. all information required to meet the minimum recording keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 2015; and

1.7.8. updated bank/building society or other account details for payroll purposes if they have changed since they were previously provided.

1.8. From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3 the Supplier agrees that following within 20 Working Days of a request from the Buyer it shall and shall procure that each Sub-contractor shall use reasonable endeavours to comply with any [reasonable] request to align and assign Supplier Staff to any future delivery model proposed by the Buyer for Replacement Services within 30 Working Days or such longer timescale as may be agreed.

1.9. Any changes necessary to the Contract as a result of alignment referred to in Paragraph 1.8 shall be agreed in accordance with the Variation Procedure.

2. Staff Transfer when the Framework Agreement ends

2.1. The Parties acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the Framework Agreement or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. As a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10 of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee

2.2. The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations under the Employment Regulations and in particular obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but excluding) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Final Supplier Staff List arising in respect of the period up to (but excluding) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, pay for accrued but untaken holiday, bonuses, commissions, payments of PAYE, NIC and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Statutory Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part to the period ending on (but excluding) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3. Subject to Paragraph 2.4, the Supplier indemnifies the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

2.3.1. any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.

2.3.2. the breach or non-observance by the Supplier or any Subcontractor occurring before but excluding the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees; and/or

(b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;

2.3.3. any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising before but excluding the Service Transfer Date;

2.3.4. any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary NIC:

(a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date; and

(b) in relation to any employee who is not identified in the Final Supplier Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date;

2.3.5. a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and NIC relating to the Transferring Supplier Employees in respect of the period up to (but excluding) the Service Transfer Date);

2.3.6. any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Final Supplier Staff List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the Contract and/or the Employment Regulations; and

2.3.7. any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

2.4. The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to any act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date, Including any Employee Liabilities:

2.4.1. arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to their terms and conditions of employment or working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or

2.4.2. arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.

2.5. Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that their contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then:

2.5.1. the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;

2.5.2. the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law;

2.5.3. if such offer of employment is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment or alleged employment;

2.5.4. if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, or the situation has not otherwise been resolved, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.6. The indemnity in Paragraph 2.5 does not apply to:

2.6.1. any claim for:

(a) any contravention of the Equality Act 2010; or

(b) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor; or

2.6.2. any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.

2.7. The indemnity in Paragraph 2.5 does not apply to any termination of employment occurring later than 6 Months from the Service Transfer Date.

2.8. If the Replacement Supplier and/or Replacement Subcontract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.

2.9. The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Final Supplier Staff List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, NIC and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

2.9.1. the Supplier and/or any Subcontractor; and

2.9.2. the Replacement Supplier and/or the Replacement Subcontractor.

2.10. The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.11. Subject to Paragraph 2.12, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

2.11.1. any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

2.11.2. the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees identified in the Final Supplier Staff List; and/or

(b) any custom or practice in respect of any Transferring Supplier Employees identified in the Final Supplier Staff List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;

2.11.3. any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Final Supplier Staff List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;

2.11.4. any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Final Supplier Staff List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Final Supplier Staff List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations or otherwise) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

2.11.5. any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Final Supplier Staff List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

2.11.6. any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary NIC:

(a) in relation to any Transferring Supplier Employee identified in the Final Supplier Staff List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date; and

(b) in relation to any employee who is not a Transferring Supplier Employee identified in the Final Supplier Staff

List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date;

2.11.7. a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and NIC relating to the Transferring Supplier Employees identified in the Final Supplier Staff List in respect of the period from (and including) the Service Transfer Date; and

2.11.8. any claim made by or in respect of a Transferring Supplier Employee identified in the Final Supplier Staff List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

2.12. The indemnity in Paragraph 2.11 does not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Final Supplier Staff List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7).

Annex E1 – List of Notified Subcontractors

Annex E2 – Staffing Information

EMPLOYEE INFORMATION (ANONYMISED)

Name of Transferor: [**Insert** name of Transferor]

Number of Employees in-scope to transfer: [   ]

Schedule 8 (Implementation Plan and Testing)

NOT USED

Schedule 9 (Installation Works)

NOT USED

Schedule 10 (Performance Levels)

1. DEFINITIONS

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"KPI Failure"	a failure to meet the KPI Performance Measure in respect of a Key Performance Indicator;
"KPI Performance Measure"	shall be as set out against the relevant Key Performance Indicator in the Annex to Part A of this Schedule;
“KPI Template”	Standardised template provided by the Buyer for mandatory use by Suppliers to report their Performance against the KPI’s.
"KPI Threshold"	shall be as set out against the relevant Key Performance Indicator in the Annex to Part A of this Schedule;
“Measurement Period”	in relation to a Key Performance Indicator, the period over which the Supplier’s performance is measured as set out against the relevant Key Performance Indicator in the Annex to Part A of this Schedule;
"Performance Monitoring Reports"	has the meaning given in Paragraph 2.2.1 of Part B of this Schedule;
“Repeat Failure”	Where a KPI or obligation failure occurs in respect of the same Key Performance Indicator or obligation in any two consecutive Measurement Periods, the second and any subsequent failure shall be a “Repeat Failure”

Part A: Key Performance Indicators

1. KEY PERFORMANCE INDICATORS

1.1 Annex 1 sets out the Key Performance Indicators which shall be used to measure the performance of the Services by the Supplier.

1.2 The Supplier shall monitor its performance against each Key Performance Indicator and shall send the Buyer a report detailing the level of service actually achieved, in accordance with **Error! Reference source not found.**.

1.3 Appropriate remedies will be applied by the Buyer where KPI Failures occur.

2. REMEDIES FOR KPI AND OBLIGATION FAILURES

2.1 At the Buyer's discretion, dependant on the impact of a failure to meet a Key Performance Indicator or contractual obligation, the following remedies may be applied either in response to a single failure or in response to repeat failures:

2.1.1 Practitioners may be temporarily prevented from being allocated to complete items of work until identified issue is resolved;

2.1.2 Site access authorisation temporarily revoked: access to Custodial settings, work on cases and any collateral ceased for individual in question until HMPPS Psychology Services have undertaken an investigation into the Supplier's security requirements in accordance with Schedule 16 (Security)

2.1.3 Practitioners may be prevented from continuing to complete items of work which they have already been allocated until identified issue is resolved;

2.1.4 reallocation of work: either to another staff member of the Supplier or where necessary to another Supplier;

2.1.5 the Supplier may be temporarily excluded from the Call-Off Procedure;

2.1.6 request of a Rectification Plan in accordance with Clause 11 of the Core Terms of the Framework Agreement. Where a Rectification Plan has been put in place, improvement must be evident by the next Measurement Period.

2.1.7 Where the failure is not capable of remedy, the Authority reserves the right to end the Framework Agreement with the Supplier, in accordance with Clause 14.4 of the Core Terms of the Framework Agreement.

3. REPEAT FAILURES

1.1 Where a failure of Key Performance Indicator or obligation occurs in respect of the same Key Performance Indicator or obligation in any two consecutive Measurement Periods, the second and any subsequent KPI Failure shall be a "Repeat Failure"

1.2 Where remedies have been put in place but improvement is not evidenced in the next Measurement Period the Buyer reserves the right to:

(a) request a revised Rectification Plan;

(b) apply additional remedies ;

(c) increase the performance reporting frequency; and/or

(d) agree a revised Measurement Period for improvement to be achieved and evidenced.

3.3 Where Repeated KPI Failures continue to occur, despite the remedies being applied, the Buyer reserves the right to end the Framework Agreement with the Supplier, in accordance with Clause 14.4 of the Core Terms of the Framework Agreement.

Annex 1 to Part A: Key Performance Indicators Table

Key Performance Indicators (KPIs)				
Key Performance Indicator Performance Criterion	**Key Indicator**	**KPI Performance Measure**	**KPI Threshold**	**Measurement Period**
1. Completion	Completion on time of Supervision Progress Records	% of Supervision Progress records relating to both Co-Ordinating and Designated/Additional Supervision, provided to the Authority by the AGREED Deadline in the month The calculation will be applied as follows; The number of Supervision Progress Records relating to both Co-Ordinating and Designated/Additional Supervision provided by their AGREED deadline in the month, divided by the total number of Supervision Progress Records due in the month x 100.	95%	Recorded and calculated by the Supplier on a Monthly basis. Reported to the Authority on a Quarterly basis.
2. Quality	Quality of Supervision	% of Supervision Progress records relating to both Co-ordinating and Designated/Additional Supervision tasks which have received a QA result in the month, received a "pass" result. The calculation will be applied as follows; The number of Supervision Progress Records relating to both Co-Ordinating and Designated/Additional Supervision QA "pass" results divided by total number of QA results x 100.	95%	Recorded and calculated by the Supplier on a Monthly basis. Reported to the Authority on a Quarterly basis

Part B: Performance Monitoring

1. PURPOSE

1.1 The purpose of performance monitoring is to provide a methodology for monitoring the Services:

1.1.1 to ensure that the Supplier is complying with the KPIs; and

1.1.2 for identifying any Service Failures or other Defaults in the Performance of the Service Provider and/or delivery of the Services

2. REPORTING REQUIREMENTS

2.1 Three working days prior to the end of each month, the Supplier shall provide the Buyer with a Capacity Report with details of their capacity to inform the Buyer's allocation of services in accordance with Schedule 36 (Call-Off Procedure)

2.1.1 The 'Capacity Report' submitted shall cover the following month (e.g. a Capacity Report sent 3 working days before the end of March would cover April).

2.1.2 Capacity limitations are in line with those detailed at paragraph 5.4 of Schedule 2 (Specification).

2.2 Within 10 working days of the end of each Measurement Period, the supplier shall provide the Buyer with:

The DoCOD Key Performance Indicator (KPI) Template, by email to ***Redacted under Section 31 of the FOIA – Law enforcement***

2.2.1 & the Operational Contract Manager. The Supplier will use this document to report performance figures achieved against KPIs, including underlying Management Information to evidence the reported Quarterly Performance Figures

2.2.2 a Performance Monitoring Report, which covers:

(a) for any KPI or obligation failures occurring during the Measurement Period, including Repeat Failures, the cause of the relevant failure and the action being taken to reduce the likelihood of or prevent recurrence;

(b) the status of any outstanding Rectification Plan processes, including progress update;

(c) the total number of current call-off contracts in progress;

(d) a summary of number and nature of Complaints raised in internally or by any other Key stakeholder (including but not limited to HCPC and Parole Board) including resolution activity;

(e) the total amount invoiced to Customers for the Measurement Period and year to date for the relevant tax year;

(f) an annual update on the progress against the Social Value commitments as detailed within the Supplier's tender response [required only in the final Measurement Period of each Contract Year of the Framework Agreement];

(g) such other details as the Buyer may reasonably require from time to time.

2.2.3 an updated Eligibility Database in accordance with paragraphs 4.20-4.24 of Schedule 2 (Specification).

2.2.4 The Parties shall review Performance Monitoring Reports as part of Contract Review Meetings, in accordance with paragraph 3.2 of Schedule 13 (Contract Management).

3. PERFORMANCE RECORDS

3.1 The Supplier shall keep appropriate documents and records in relation to the Services being delivered, including but not limited to:

3.1.1 Details of Call-off contracts awarded (including Order Forms and NSRs);

3.1.2 Allocation of work to Practitioners;

3.1.3 Pricing, Payment/Invoicing information;

3.1.4 Supervision Progress Records

3.1.5 Additional Work arrangements agreed (nature, reasons and associated costs);

3.1.6 Quality Assurance Activity (Supplier Internal QA and Authority QA - dates and outcomes);

3.1.7 Complaints and Issues (when they were raised, by whom, the nature of the issue/Complaint, actions undertaken and outcomes).

4. VERIFICATION AND SATISFACTION SURVEYS

4.1 The Buyer may undertake verification and satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the verification or responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Framework Agreement.

Schedule 11 (Continuous Improvement)

NOT USED

Schedule 12 (Benchmarking)

NOT USED

Schedule 13 (Contract Management)

1. DEFINITIONS

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"Complaint"	the definition in Paragraph 4.3
"Complaints Procedure	the definition in Paragraph 4.1
“Meeting Member”	the initial persons appointed by the Authority and Supplier to the Boards as set out in Annex 1 and any replacements from time to time agreed by the Parties
“Named Individual”	the individuals appointed as such by the Buyer and Supplier in accordance with Paragraph 2.1

2. KEY PERSONNEL

2.1 The Supplier and the Buyer shall each appoint a Named Individual for the purposes of this Framework Agreement through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Framework Agreement can be fully realised.

2.3 Suppliers shall provide the Buyer with a telephone and e-mail address for making contact with the Named Individual during the office hours of 9.00am-5.00pm, Monday – Friday (excluding bank holidays).

2.4 In the event the Supplier’s Named Individual is replaced, the contact details of the replacement shall be submitted to the Buyer as soon as known

3. MEETINGS

3.1 Establishment and structure of the meetings

3.1.1 The meetings shall be established by the Buyer for the purposes of this Framework Agreement on which both the Supplier and the Buyer shall be represented.

3.1.2 In relation to each Meeting, the:

a) Buyer Meeting Members;

b) Supplier Meeting Members;

c) frequency that the Meeting shall meet (unless otherwise agreed between the Parties);

d) location of the meetings; and

e) planned start date by which the Meeting shall be established,

shall be as set out in **Error! Reference source not found.**.

3.1.3 In the event that either Party wishes to replace any of its appointed Meeting Members, that Party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Buyer Meeting Member has at all times a counterpart Supplier Meeting Member of equivalent seniority and expertise.

3.1.4 Each Party shall (at their own cost) ensure that its Meeting Members shall make all reasonable efforts to attend meetings at which that Meeting Member's attendance is required. If any Meeting Member is not able to attend a meeting, that person shall use all reasonable endeavours to ensure that:

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

b) that he/she is debriefed by such delegate after the Meeting.

3.1.5 A chairperson shall be appointed by the Buyer for each Meeting as identified in **Error! Reference source not found.**. The chairperson shall be responsible for:

a) scheduling meetings;

b) setting the Terms of Reference and Agendas for meetings, circulating to all attendees in advance of such meeting, and reviewing them on at least an Annual Basis to ensure their continued suitability;

c) chairing the meetings;

d) monitoring the progress of any follow up tasks and activities agreed to be carried out following meetings;

e) ensuring that minutes for meetings are recorded and disseminated electronically to the appropriate persons and to all meeting participants within 7 Working Days after the meeting; and

f) facilitating the process or procedure by which any decision agreed at any meeting is given effect in the appropriate manner.

3.1.6 Meetings shall be quorate as long as at least one representative from each Party are present.

3.1.7 Meetings shall be conducted using a virtual meeting platform nominated by the Buyer, or at the Buyer's option, in person (at a reasonable venue nominated by the Buyer).

3.1.8 Meetings shall be scheduled to fit with wider corporate reporting requirements.

3.1.9 Meetings shall cover all aspects of service provision and will be informed by any relevant findings of any Buyer Quality Assurance activity, including audit activity conducted by internal or external bodies.

3.1.10 The Parties shall ensure, as far as reasonably practicable, that all meetings shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each Party shall endeavour to ensure that Meeting Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

3.2 Contract Review Meeting

3.2.1 The Chairperson for the Contract Review Meeting will the HMPPS Operational Contract Manager

3.2.2 The purpose of the Contract Review Meeting is to;

a) Review the performance of the contract from an operational and commercial perspective;

b) Review how the contractual commitments and obligations of the Supplier are being delivered;

c) Review opportunities to improve the delivery of the Services;

d) Agree any required escalations.

3.2.3 The Contract Review Meeting objectives are to;

a) review the provision of the Services to ensure that it is being supplied in accordance with the terms of the Framework Agreement, and that the fulfilment rate is sufficient or actions are in place to improve it;

b) ensure delivery of the Services are of good quality, delivered in a timely manner and are costed appropriately, reviewing performance against KPI's and monitoring key risks and issues;

c) review contractual commitments and obligations, rectification activity and reviewing the Framework Agreement to ensure it meets any evolving business needs;

d) provide an open forum of discussion and to share ideas about best practice.

3.2.4 The frequency this meeting is expected to be no more than Quarterly, but the frequency will be proportionate to the volumes, frequency of work delivered and level of any risks associated with delivery on a Supplier by Supplier basis, as identified by the Operational Contract Manager and applied at the Buyer's discretion. As a minimum, these will be held Annually.

3.2.5 The Contract Review Meeting agenda shall include, but is not limited to, the following:

a) reviewing performance, including KPIs

b) reviewing delivery against contractual obligations

c) reviewing the contractual risks, issues and opportunities for improvement

d) reviewing payment performance;

e) reviewing Buyer stakeholder feedback, including:

(i) customer satisfaction;

(ii) Complaints; and

(iii) lessons learned;

f) any required commercial interventions, including:

(i) changes; and

(ii) performance remedies (including but not limited to reviewing the performance of Rectification Plans in accordance with Clause 11 of the Core Terms of the Framework Agreement)

g) agreeing necessity for escalations and their subsequent outcomes once concluded.

4.COMPLAINTS REPORTING AND MANAGEMENT

4.1 The Supplier shall ensure that it has a comprehensive and efficient Complaints procedure that allows all Approved Users to process Complaints in respect of the Services **("Complaints Procedure")**

4.2 The Complaints Procedure shall be clearly signposted to the Buyer and all Approved Users to ensure that they are clear on how to process a Complaint and report an Incident.

4.3 For the avoidance of doubt, a **"Complaint"** shall mean communication of any issue, Incident service failure or grievance by the Buyer and/or an Approved User or their employees which the Buyer and/or an Approved User or their employees come across as part of its receipt of the Services where the provision of such Services deviates from the terms of the Framework Agreement.

4.4 The Supplier shall notify the Buyer of all Complaints promptly and within 24 hours and shall process and seek to resolve all Complaints and incidents within a timeframe as agreed by the Buyer.

4.5 The Supplier shall report in full on all Complaints and Incidents that are discovered by or notified to it (whether they have been resolved or otherwise) during any Service as part of the Contract Review Meetings. Such reporting shall include, without limitation;

4.5.1 The details of the Complaints received and Incidents identified;

4.5.2 The status of the Complaints received and Incidents identified along with details of what the Supplier plans to do to rectify any unresolved Complaints or Incident

4.6 Where a Complaint remains unresolved past the timeframe agreed with the Buyer, the Buyer may require the Supplier to undergo the Rectification Plan Process in accordance with Clause 11 of the Core Terms of the Framework Agreement.

4.7 Where necessary Complaints will be investigated by the Buyer at a level and extent proportionate to their nature and perceived seriousness of impact. The Buyer may require to undergo the Rectification Plan Process should the outcome of any investigation require it.

4.8 If required by the Buyer, the Supplier shall within 10 Working Days of request provide further detail on any Complaints or Incident(s) identified by the Authority, including if required by the preparation of an Incident Report.

5.ESCALATION

5.1 Where issues arise which require escalation, there are different routes dependent on the issue being faced. These have been categorised as:

5.1.1 **Clinical or Operational Issues** – Situations which require clinical expertise or local site consultation to progress to a resolution. Delegated Authority lies with HMPPS Psychology Services or a Service Delivery Site for the solution.

5.1.2 **Contract and/or Commercial Issues** – Situations which exclusively relate to either a concern about the Contract and/or commercial relationship with HMPPS/MoJ or where a Clinical or operational Issue cannot be resolved and becomes a Contract or commercial one.

5.2 Clinical or operational Issues

5.2.1 Eligibility (Staff/Practitioner Onboarding, approval and work allocations):

a) Process - The Approval of Individuals for the Contract at Annex C to Schedule 2 (Specification).

b) Responsibility - The Clinical Framework Lead is responsible for managing this process. There is no escalation point available beyond this person, their clinical decision making is final in this circumstance.

5.2.2 Clinical Difference of Opinion:

a) This may occur when the Supplier may disagree with either decisions relating to Commissioned service requirements (tools or activities required) or the result of AQA activity.

b) Process – Clinical Difference Resolution Process Map and Form at Annex 2 to this Schedule.

5.2.3 Safety, Security and Welfare:

a) Issues or concerns may arise relating to the safety, security and welfare of either Staff or Prisoners. Depending on the nature and extent of the issue there may be several stakeholders who need to be involved.

b) Suppliers and Practitioners are required to log and flag any Staff or Offender Welfare concerns with the Line Manager of the Trainee.

c) Any issue that identifies as a Declaration of Interest process should be followed and the form at Annex D to the Specification should be completed.

5.2.4 Inability to reach a resolution on Clinical or operational issues which then impacts the Supplier and/or Buyer's ability to meet their contractual obligations: This then becomes a Contract and/or commercial Issue and must be escalated in line with Paragraph 5.3

5.3 Contract and/or commercial Issues

5.3.1 Circumstances may include

a) Either the Buyer or Supplier are not meeting their Contractual Obligations.

b) Formal Complaints.

c) Contract Performance Issues (Reporting issues, Missed obligations, capacity issues).

d) Contract Governance Issues (mobilisation, meetings, contract remedy management and exit).

5.3.2 Process to address

a) Raise via email

(i) Supplier to the HMPPS Operational Contract Manager.

(ii) HMPPS Operational Contract Manager to the Supplier (in the first instance)

b) Progress and any actions required will be discussed at the Contract Governance Meetings

c) Where risks and issues cannot be resolved at either meeting Level, the HMPPS Operational Contract Manager and MOJ Commercial are responsible for escalation to the appropriate governance body or individual within their organisations.

5.3.3 In the event of escalation, the HMPPS Operational Contract Manager will also refer to the current relevant policy which defines the need and process for commissioning “Deep Dives” in the event of:

a) Performance issues identified

b) Improvement activity required

c) Analysis of best practice

.

6.RISK MANAGEMENT

6.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Framework Agreement.

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

6.2.1 the identification and management of risks;

6.2.2 the identification and management of issues; and

6.2.3 monitoring and controlling project plans.

6.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

6.4 The Supplier will maintain a risk register of the risks relating to this Framework Agreement which the Buyer and the Supplier have identified.

Annex 1 – Meetings

Contract Review Meeting

Buyer Members of Contract Review Meeting	(Chair) HMPPS Operational Contract Manager MOJ Commercial
Supplier Members of Contract Review Meeting	Supplier’s Contract Manager Supplier’s Authorised Representative (if required)
Start Date for Contract Review Meeting meetings	Following first quarter of Contract Term (anticipated November 2025).
Frequency of Contract Review Meeting meetings	At least Annually (Expected to be Quarterly for Silver Contracts and Annually for Bronze. 6 monthly is an option if need requires it)
Location of Contract Review Meeting meetings	Virtually via Microsoft Teams (or in person if essential)

Annex 2 – Clinical Difference Resolution Process

Part A: Process Map

Practitioner identifies a clinical view of needs that is different to the Authority view (at any stage of the process)

The Practitioner must contact the Regional Lead (or suitable representative in region) for a clinical discussion and notes of this discussion made by the Practitioner onto the Supervision Progress Record stage. This must be done as soon as reasonably practicable after to avoid delays/disruption to delivery.

In relation to an Authority Quality Assurance result ONLY

Agreement is reached outcome noted within the Supervision Progress Record for purposes of AQA & invoicing. Where Additional Work is required, the Additional Work Process must be followed.

Agreement is not reached.

To prevent any unnecessary delays, within 1 working day, the outcome must be noted by Supplier/Practitioner within the Report Progress Record and a Clinical Difference Escalation Form completed. Areas of agreement & ongoing difference must be made clear and substantiated then the form sent to National Team for referral to National Framework Lead.

Neutral advisor concludes the decision making advising all parties of the way forward via a response to the CREF.

The National Framework Lead appoints suitable Psychologist as **neutral advisor** to review the case & determine a way forward. This may include discussions with Regional Lead and Practitioner as well as any other relevant party.

Agreement Reached

Agreement is not reached outcome noted within the Supervision Progress Record for purposes of AQA & invoicing. Dispute position and issue is escalated to CCMD.

Part B: Clinical Issues Escalation Form

This template should be used by either the Buyer or Practitioners to raise Clinical Issues for escalation and resolution.

<table>
<tr><td colspan="2">Region / Supplier</td><td>Call-Off number</td><td colspan="2">Date Raised:</td><td>Author of CIEF:</td></tr>
<tr><td colspan="2"></td><td></td><td colspan="2"></td><td></td></tr>
<tr><td>Sent to</td><td>Regional Framework Lead</td><td>Date</td><td>Nominated Psychologist</td><td>Date</td><td>Name</td></tr>
<tr><td>Returned to</td><td>FMB</td><td>Date</td><td>Issued to key parties</td><td>Date</td><td>Confirm who:</td></tr>
<tr><td colspan="6">Clinical Issue: Include overview of issue, timelines and embed emails to aid process.</td></tr>
<tr><td colspan="6">Actions Required: Be clear what you need to happen or decisions you request.</td></tr>
<tr><td colspan="6">Nominated Psychologist Response</td></tr>
<tr><td colspan="6">Please provide a clear statement of the final decision in this Clinical Issue Resolution. Provide evidence of the rationale for the decision so that all parties can see the decision making process. Where appropriate refer to other policies or professional materials that have guided your decision.</td></tr>
<tr><td colspan="3">Signed:</td><td colspan="3">Date:</td></tr>
</table>

Schedule 14 (Business Continuity and Disaster Recovery)

NOT USED

Schedule 15 (Carbon Reduction)

NOT USED

Schedule 16 (Security) (Short Form)

1. Supplier obligations

Core requirements

1.1. The Supplier must comply with the core requirements set out in Paragraphs 3 to 9.

1.2. Where the Buyer has selected an option in the table below, the Supplier must comply with the requirements relating to that option set out in the relevant Paragraph:

<table>
<tr><td colspan="3">Certifications (see Paragraph 4)</td></tr>
<tr><td rowspan="4">The Supplier must have the following Certifications (or equivalent):</td><td>ISO/IEC 27001:2022 by a UKAS-recognised Certification Body</td><td>☐</td></tr>
<tr><td>Cyber Essentials Plus
- Certificate and auditor’s report required; or</td><td>X</td></tr>
<tr><td>Cyber Essentials</td><td>X</td></tr>
<tr><td>No certification required</td><td>☐</td></tr>
<tr><td rowspan="4">Subcontractors that Handle Government Data must have the following Certifications (or equivalent):</td><td>ISO/IEC 27001:2022 by a UKAS-recognised Certification Body</td><td>☐</td></tr>
<tr><td>Cyber Essentials Plus
- Certificate and Auditor’s Report required; or</td><td>X</td></tr>
<tr><td>Cyber Essentials</td><td>X</td></tr>
<tr><td>No certification required</td><td>☐</td></tr>
<tr><td colspan="3">Locations (see Paragraph 5)</td></tr>
<tr><td rowspan="3">The Supplier and Subcontractors may store, access or Handle Government Data in:</td><td>the United Kingdom only</td><td>X</td></tr>
<tr><td>a location permitted by and in accordance with any regulations for the time being in force made under section 17A of the Data Protection Act 2018 (adequacy decisions by the Secretary of State).</td><td>☐</td></tr>
<tr><td>anywhere in the world not prohibited by the Buyer</td><td>☐</td></tr>
<tr><td colspan="3">Staff vetting (see Paragraph 6)</td></tr>
<tr><td colspan="2">The Buyer requires a staff vetting procedure other than BPSS</td><td>X</td></tr>
<tr><td colspan="3">Where an alternative staff vetting procedure is required, that procedure is detailed at:
• Annex 1 – Vetting</td></tr>
</table>

Optional requirements

1.3. Where the Buyer has selected an option in the table below, the Supplier must comply with the requirements of the corresponding Paragraph. Where the Buyer has not selected an option, the corresponding requirement does not apply.

Security Management Plan (see Paragraph 10)	
The Supplier must provide the Buyer with a Security Management Plan detailing how the requirements for the options selected in this table have been met.	☐
Buyer Security Policies (see Paragraph 11)	
The Buyer requires the Supplier to comply with the following policies relating to security management: • Annex 2 – Security Operating Procedure (SyOps) • Annex 3 – Return and Destruction of Data on completion of Supervision	**X**
Security testing (see Paragraph 12)	
The Supplier must undertake security testing at least once every Contract Year and remediate any vulnerabilities, where it is technically feasible to do so	☐
Cloud Security Principles (see Paragraph 13)	
The Supplier must assess the Supplier System against the Cloud Security Principles (if applicable)	**X**
Record keeping (see Paragraph 14)	
The Supplier must keep records relating to Subcontractors, Sites, Third-party Tools and third parties	**X**
Encryption (see Paragraph 15)	
The Supplier must encrypt Government Data while at rest or in transit	X
Protective Monitoring System (see Paragraph 16)	
The Supplier must implement an effective Protective Monitoring System	☐
Patching (see Paragraph 17)	
The Supplier must patch vulnerabilities in the Supplier System promptly	**X**
Malware protection (see Paragraph 18)	
The Supplier must use appropriate Anti-virus Software	**X**
End-user Devices (see Paragraph 19)	
The Supplier must manage End-user Devices appropriately	X
Vulnerability scanning (see Paragraph 20)	
The Supplier must scan the Supplier System monthly for unpatched vulnerabilities	**X**
Access control (see Paragraph 21)	
The Supplier must implement effective access control measures for those accessing Government Data and for Privileged Users	**X**
Remote Working (see Paragraph 22)	
The Supplier may allow Supplier Staff to undertake Remote Working once an approved Remote Working Policy is in place	X

Backup and recovery of Government Data (see Paragraph 23)	
The Supplier must have in place systems for the backup and recovery of Government Data	☐
Return and deletion of Government Data (see Paragraph 24)	
The Supplier must return or delete Government Data when requested by the Buyer	☐
Physical security (see Paragraph 25)	
The Supplier must store Government Data in physically secure locations	☐
Security breaches (see Paragraph 26)	
The Supplier must report any Breach of Security to the Buyer promptly	**X**

2. Definitions

In this Schedule 16 (*Security*):

"Anti-virus Software" software that:

a. protects the Supplier System from the possible introduction of Malicious Software;

b. scans for and identifies possible Malicious Software in the Supplier System;

c. if Malicious Software is detected in the Supplier System, so far as possible:

i. prevents the harmful effects of the Malicious Software; and

ii. removes the Malicious Software from the Supplier System;

"BPSS" the employment controls applied to any individual member of the Supplier Staff that performs any activity relating to the provision or management of the Services, as set out in "HMG Baseline Personnel Standard", Version 7.0, June 2024 (https://www.gov.uk/government/publications/government-baseline-personnel-security-standard), as that document is updated from time to time;

"Breach of Security" the occurrence of:

a. any unauthorised access to or use of the Services, the Sites, the Supplier System and/or the Government Data;

b. the loss (physical or otherwise), corruption and/or unauthorised disclosure of any Government Data, including copies of such Government Data; and/or

c. any part of the Supplier System ceasing to be compliant with the required Certifications;

d. the installation of Malicious Software in the Supplier System:

e. any loss of operational efficiency or failure to operate to specification as the result of the installation or operation of Malicious Software in the Supplier System; and

	f. includes any attempt to undertake the activities listed in sub-Paragraph (a) where the Supplier has reasonable grounds to suspect that attempt: i. was part of a wider effort to access information and communications technology operated by or on behalf of Central Government Bodies; or ii. was undertaken, or directed by, a state other than the United Kingdom;
"Buyer Security Policies"	those security policies specified by the Buyer in Paragraph 1.3;
"Certifications"	one or more of the following certifications (or equivalent): a. ISO/IEC 27001:2022 by a UKAS-recognised Certification Body in respect of the Supplier System, or in respect of a wider system of which the Supplier System forms part; and b. Cyber Essentials Plus; and/or c. Cyber Essentials;
"CHECK Scheme"	the NCSC's scheme under which approved companies can conduct authorised penetration tests of public sector and critical national infrastructure systems and networks;
"CHECK Service Provider"	a company which, under the CHECK Scheme: a. has been certified by the NCSC; b. holds **"**Green Light**"** status; and c. is authorised to provide the IT Health Check services required by Paragraph 7 (*Security Testing*);
"Cloud Security Principles"	the NCSC's document **"**Implementing the Cloud Security Principles**"** as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles;
"CREST Service Provider"	a company with an information security accreditation of a security operations centre qualification from CREST International;
"Cyber Essentials"	the Cyber Essentials certificate issued under the Cyber Essentials Scheme;
"Cyber Essentials Plus"	the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme;
"Cyber Essentials Scheme"	the Cyber Essentials scheme operated by the NCSC;
"End-user Device"	any personal computers, laptops, tablets, terminals, smartphones or other portable electronic device provided by the Supplier or a Subcontractor and used in the provision of the Services;

"Expected Behaviours"	the expected behaviours set out and updated from time to time in the Government Security Classification Policy, currently found at paragraphs 12 to 16 and in the table below paragraph 16 of https://www.gov.uk/government/publications/government-security-classifications/guidance-11-working-at-official-html;
"Government Security Classification Policy"	the policy, as updated from time to time, establishing an administrative system to protect information assets appropriately against prevalent threats, including classification tiers, protective security controls and baseline behaviours, the current version of which is found at https://www.gov.uk/government/publications/government-security-classifications;
"IT Health Check"	the security testing of the Supplier System;
"NCSC"	the National Cyber Security Centre, or any successor body performing the functions of the National Cyber Security Centre;
"NCSC Device Guidance"	the NCSC's document **"**Device Security Guidance**"**, as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/device-security-guidance;
"Privileged User"	a user with system administration access to the Supplier System, or substantially similar access privileges;
"Prohibition Notice"	the meaning given to that term by Paragraph 5.4.
"Protective Monitoring System"	has the meaning given to that term by Paragraph 16.1;
"Relevant Conviction"	any previous or pending prosecution, conviction or caution (excluding any spent conviction under the Rehabilitation of Offenders Act 1974) relating to offences involving dishonesty, terrorism, immigration, firearms, fraud, forgery, tax evasion, offences against people (including sexual offences) or any other offences relevant to Services as the Buyer may specify;
"Remote Location"	the relevant Supplier Staff's permanent home address authorised by the Supplier or Sub-contractor (as applicable) for Remote Working OR a location other than a Supplier's or a Sub-contractor's Site;
"Remote Working"	the provision or management of the Services by Supplier Staff from a location other than a Supplier's or a Sub-contractor's Site;
"Remote Working Policy"	the policy prepared and approved under Paragraph 22 under which Supplier Staff are permitted to undertake Remote Working;
"Security Controls"	the security controls set out and updated from time to time in the Government Security Classification Policy, currently found at Paragraph 12 of

	https://www.gov.uk/government/publications/government-security-classifications/guidance-15-considerations-for-security-advisors-html;
"Sub-contractor"	for the purposes of this Schedule 16 (*Security*) only, any individual or entity that: a. forms part of the supply chain of the Supplier; and b. has access to, hosts, or performs any operation on or in respect of the Supplier Information Management System, the Development Environment, the Code and the Government Data, and this definition shall apply to this Schedule 16 in place of the definition of Sub-Contractor in Schedule 1 *(Definitions)*;
"Supplier Staff"	for the purposes of this Schedule 16 (*Security*) only, any individual engaged, directly or indirectly, or employed by the Supplier or any Sub-contractor (as that term is defined for the purposes of this Schedule 16 (*Security*) in the management or performance of the Supplier's obligations under this Framework Agreement, and this definition shall apply to this Schedule 16 (*Security*) in place of the definition of Supplier Staff in Schedule 1 (*Definitions*);
"Supplier System"	the information and communications technology system used by the Supplier or any Subcontractor in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);
"Third-party Tool"	any software used by the Supplier by which the Government Data is accessed, analysed or modified, or some form of operation is performed on it; and
UKAS-recognised Certification Body	a. an organisation accredited by UKAS to provide certification of ISO/IEC27001:2013 and/or ISO/IEC27001:2022; or b. an organisation accredited to provide certification of ISO/IEC27001:2013 and/or ISO/IEC27001:2022 by a body with the equivalent functions as UKAS in a state with which the UK has a mutual recognition agreement recognising the technical equivalence of accredited conformity assessment.

Part One: Core Requirements

3. Handling Government Data

3.1. The Supplier acknowledges that it:

3.1.1. must only Handle Government Data that is classified as OFFICIAL; and

3.1.2. must not Handle Government Data that is classified as SECRET of TOP SECRET.

3.2. The Supplier must:

3.2.1. not alter the classification of any Government Data

3.2.2. if it becomes aware that it has Handled any Government Data classified as SECRET or TOP SECRET the Supplier must:

(a) immediately inform the Buyer; and

(b) follow any instructions from the Buyer concerning that Government Data.

3.3. The Supplier must, and must ensure that Sub-contractors and Supplier Staff, when Handling Government Data, comply with:

3.3.1. the Expected Behaviours; and

3.3.2. the Security Controls.

4. Certification Requirements

4.1. Where the Buyer has not specified Certifications under Paragraph 1, the Supplier must ensure that it and any Subcontractors that Handle Government Data are certified as compliant with Cyber Essentials (or equivalent).

4.2. Where the Buyer has specified Certifications under Paragraph 1, the Supplier must ensure that both:

4.2.1. it; and

4.2.2. any Subcontractor that Handles Government Data,

are certified as compliant with the Certifications specified by the Buyer in Paragraph 1 (or equivalent certifications).

4.3. The Supplier must ensure that the specified Certifications (or their equivalent) are in place for it and any relevant Subcontractor:

4.3.1. before the Supplier or any Subcontractor Handles Government Data; and

4.3.2. throughout the Framework Agreement Period.

4.4. In addition to the requirements set out at paragraph 4.1-4.3 regarding certification, the Supplier must ensure that it and any Subcontractors provide the Buyer with the auditor’s report produced as part of the certification.

5. Location

5.1. Where the Buyer has not specified any locations or territories in Paragraph 1, the Supplier must not, and ensure that Subcontractors do not store, access or Handle Government Data outside:

5.1.1. the United Kingdom; or

5.1.2. a location permitted by and in accordance with any regulations for the time being in force made under section 17A of the Data Protection Act 2018 (adequacy decisions by the Secretary of State).

5.2. Where the Buyer has specified locations or territories in Paragraph 1, the Supplier must, and ensure that all Subcontractors, at all times store, access or Handle Government Data only in or from the geographic areas specified by the Buyer.

5.3. The Supplier must, and must ensure that its Subcontractors store, access or Handle Government Data in a facility operated by an entity where:

5.3.1. the entity has entered into a binding agreement with the Supplier or Subcontractor (as applicable);

5.3.2. that binding agreement includes obligations on the entity in relation to security management at least as onerous as those relating to Sub-contractors in this Schedule 16 (*Security*);

5.3.3. the Supplier or Subcontractor has taken reasonable steps to assure itself that:

(a) the entity complies with the binding agreement; and

(b) the Subcontractor's system has in place appropriate technical and organisational measures to ensure that the Sub-contractor will store, access, manage and/or Handle the Government Data as required by this Schedule 16 (*Security*); and

5.3.4. the Buyer has not given the Supplier a Prohibition Notice under Paragraph 5.4.

5.4. The Buyer may by notice in writing at any time give notice to the Supplier that it and its Subcontractors must not undertake or permit to be undertaken the storage, accessing or Handling of Government Data in one or more countries or territories (a **"Prohibition Notice"**).

5.5. Where the Supplier must and must ensure Subcontractors comply with the requirements of a Prohibition Notice within 40 Working Days of the date of the notice.

6. Staff vetting

6.1. The Supplier must not allow, and must ensure that Subcontractors do not allow, Supplier Staff, to access or Handle Government Data, if that person has not undergone:

6.1.1. the checks required for the BPSS to verify:

(a) the individual's identity;

(b) where that individual will work in the United Kingdom, the individual's nationality and immigration status so as to demonstrate that they have a right to work in the United Kingdom; and

(c) the individual's previous employment history;

(d) that the individual has no Relevant Convictions; and

(e) national security vetting clearance to the level specified by the Buyer for such individuals or such roles as the Buyer may specify; or

(f) such other checks for the Supplier Staff as the Buyer may specify.

6.2. Where the Supplier considers it cannot ensure that a Sub-contractors will undertake the relevant security checks on any Sub-contractor Staff, it must:

6.2.1. as soon as practicable, and in any event within 20 Working Days of becoming aware of the issue, notify the Buyer;

6.2.2. provide such information relating to the Sub-contractor, its vetting processes and the roles the affected Sub-contractor Staff will perform as the Buyer reasonably requires; and

6.2.3. comply, at the Supplier's cost, with all directions the Buyer may provide concerning the vetting of the affected Sub-contractor Staff and the management of the Sub-contractor.

7. Supplier assurance letter

7.1. The Supplier must, no later than the last day of each Contract Year, provide to the Buyer a letter from its chief technology officer (or equivalent officer) confirming that, having made due and careful enquiry:

7.1.1. the Supplier has in the previous year carried out all tests and has in place all procedures required in relation to security matters required by this Framework Agreement;

7.1.2. it has fully complied with all requirements of this Schedule 16 (*Security*);

7.1.3. all Subcontractors have complied with the requirements of this Schedule 16 (*Security*) with which the Supplier is required to ensure they comply; and

7.1.4. the Supplier considers that its security and risk mitigation procedures remain effective.

8. Assurance

8.1. The Supplier must provide such information and documents as the Buyer may request in order to demonstrate the Supplier's and any Subcontractors' compliance with this Schedule 16 (*Security*).

8.2. The Supplier must provide that information and those documents:

8.2.1. at no cost to the Buyer;

8.2.2. within 10 Working Days of a request by the Buyer;

8.2.3. except in the case of original document, in the format and with the content and information required by the Buyer; and

8.2.4. in the case of original document, as a full, unedited and unredacted copy.

9. Use of Subcontractors and third parties

9.1. The Supplier must ensure that Subcontractors and any other third parties that store, have access to or Handle Government Data comply with the requirements of this Schedule 16 (*Security*).

Part Two: Additional Requirements

10. **NOT USED**

11. Buyer Security Policies

11.1. The Supplier must comply, when it provides the Services and operates and manages the Supplier System, with all Buyer Security Policies identified in the relevant option in Paragraph 1.3.

11.2. If there is an inconsistency between the Buyer Security Policies and the requirement of this Schedule 16 (*Security*), then the requirements of this Schedule will prevail to the extent of that inconsistency.

12. NOT USED

13. Cloud Security Principles

13.1. The Supplier must ensure that the Supplier System complies with the Cloud Security Principles.

13.2. The Supplier must assess the Supplier System against the Cloud Security Principles to assure itself that it complies with Paragraph 13.1:

13.2.1. before Handling Government Data;

13.2.2. at least once each Contract Year; and

13.2.3. when required by the Buyer.

13.3. Where the Cloud Security Principles provide for various options, the Supplier must document the option it has chosen to implement and its reasons for doing so.

13.4. The Supplier must:

13.4.1. keep records of any assessment that it makes under Paragraph 13.2; and

13.4.2. provide copies of those records to the Buyer within 10 Working Days of any request by the Buyer.

14. Information about Subcontractors, Sites and Third-party Tools

14.1. The Supplier must keep the following records:

14.1.1. for Subcontractors or third parties that store, have access to or Handle Government Data:

(a) the Subcontractor or third-party's name:

(i) legal name;

(ii) trading name (if any); and

(iii) registration details (where the Subcontractor is not an individual), including:

A. country of registration;

B. registration number (if applicable); and

C. registered address;

(b) the Certifications held by the Subcontractor or third party;

(c) the Sites used by the Subcontractor or third party;

(d) the Services provided or activities undertaken by the Subcontractor or third party;

(e) the access the Subcontractor or third party has to the Supplier System;

(f) the Government Data Handled by the Subcontractor or third party;

(g) the measures the Subcontractor or third party has in place to comply with the requirements of this Schedule 16 (*Security*); and

(h) the named contact of the Subcontractor or third party in the event of a Breach of Security.

14.1.2. for Sites from or at which Government Data is accessed or Handled:

(a) the location of the Site;

(b) the operator of the Site, including the operator's:

(i) legal name;

(ii) trading name (if any); and

(iii) registration details (where the Subcontractor is not an individual);

(c) the Certifications that apply to the Site;

(d) the Government Data stored at, or Handled from, the site; and

14.1.3. for Third-party Tools:

(a) the name of the Third-party Tool;

(b) the nature of the activity or operation performed by the Third-Party Tool on the Government Data; and

(c) in respect of the entity providing the Third-Party Tool, its:

(i) full legal name;

(ii) trading name (if any)

(iii) country of registration;

(iv) registration number (if applicable); and

(v) registered address.

14.2. The Supplier must update the records it keeps in accordance with Paragraph 14.1:

14.2.1. at least four times each Contract Year;

14.2.2. whenever a Subcontractor, third party that accesses or Handles Government Data, Third-party Tool or Site changes; or

14.2.3. whenever required to go so by the Buyer.

14.3. The Supplier must provide copies of the records it keeps in accordance with Paragraph 14.1 to the Buyer within 10 Working Days of any request by the Buyer.

15. Encryption

15.1. The Supplier must, and must ensure that all Subcontractors, encrypt Government Data:

15.1.1. when stored at any time when no operation is being performed on it, including when stored on any portable storage media; and

15.1.2. when transmitted.

16. NOT USED

17. Patching

17.1. The Supplier must, and must ensure that Subcontractors, treat any public releases of patches for vulnerabilities as follows:

17.1.1. the Supplier must patch any vulnerabilities classified as **"**critical**"**:

(a) if it is technically feasible to do so, within 5 Working Days of the public release; or

(b) if it is technical feasible to patch the vulnerability but not technically feasible to do so as required by Paragraph 1.1(a)(i), then as soon as reasonably practicable after the public release;

17.1.2. the Supplier must patch any vulnerabilities classified as **"**important**"**:

(a) if it is technically feasible to do so, within 1 month of the public release; or

(b) if it is technical feasible to patch the vulnerability but not technically feasible to do so as required by Paragraph 1.1(a)(i), then as soon as reasonably practicable after the public release;

17.1.3. the Supplier must remedy any vulnerabilities classified as **"**other**"** in the public release:

(a) if it is technically feasible to do so, within 2 months of the public release; or

(b) if it is technical feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 1.1(a)(i), then as soon as reasonably practicable after the public release; or

17.1.4. where it is not technically feasible to patch the vulnerability, the Supplier must implement appropriate technical and organisational measures to mitigate the risk posed by the vulnerability.

18. Malware protection

18.1. The Supplier shall install and maintain Anti-virus Software or procure that Anti-virus Software is installed and maintained on the Supplier System.

18.2. The Supplier must ensure that such Anti-virus Software:

18.2.1. prevents the installation of the most common forms of Malicious Software in the Supplier System;

18.2.2. performs regular scans of the Supplier System to check for Malicious Software; and

18.2.3. where Malicious Software has been introduced into the Supplier System, so far as practicable:

(a) prevents the harmful effects from the Malicious Software; and

(b) removes the Malicious Software from the Supplier System.

19. End-user Devices

19.1. The Supplier must, and must ensure that all Subcontractors, manage all End-user Devices on which Government Data is stored or Handled in accordance with the following requirements:

19.1.1. the operating system and any applications that store, Handle or have access to Government Data must be in current support by the vendor, or the relevant community in the case of open source operating systems or applications;

19.1.2. users must authenticate before gaining access;

19.1.3. all Government Data must be encrypted using a suitable encryption tool;

19.1.4. the End-user Device must lock and require any user to re-authenticate after a period of time that is proportionate to the risk environment, during which the End-user Device is inactive;

19.1.5. the End-User Device must be managed in a way that allows for the application of technical policies and controls over applications that have access to Government Data to ensure the security of that Government Data;

19.1.6. the Supplier or Subcontractor, as applicable, can, without physical access to the End-user Device, remove or make inaccessible all Government Data stored on the device and prevent any user or group of users from accessing the device; and

19.1.7. all End-user Devices are within the scope of any required Certification.

19.2. The Supplier must comply, and ensure that all Subcontractors comply, with the recommendations in NCSC Device Guidance as if those recommendations were incorporated as specific obligations under this Framework Agreement.

20. Vulnerability scanning

20.1. The Supplier must:

20.1.1. scan the Supplier System at least once every month to identify any unpatched vulnerabilities; and

20.1.2. if the scan identifies any unpatched vulnerabilities, ensure they are patched in accordance with Paragraph 17.

21. Access control

21.1. The Supplier must, and must ensure that all Subcontractors:

21.1.1. identify and authenticate all persons who access the Supplier System before they do so;

21.1.2. require multi-factor authentication for all user accounts that have access to Government Data or that are Privileged Users;

21.1.3. allow access only to those parts of the Supplier System and Sites that those persons require; and

21.1.4. maintain records detailing each person’s access to the Supplier System.

21.2. The Supplier must ensure, and must ensure that all Subcontractors ensure, that the user accounts for Privileged Users of the Supplier System:

21.2.1. are allocated to a single, individual user;

21.2.2. are accessible only from dedicated End-user Devices;

21.2.3. are configured so that those accounts can only be used for system administration tasks;

21.2.4. require passwords with high complexity that are changed regularly;

21.2.5. automatically log the user out of the Supplier System after a period of time that is proportionate to the risk environment during which the account is inactive; and

21.2.6. are:

(a) restricted to a single role or small number of roles;

(b) time limited; and

(c) restrict the Privileged User's access to the internet.

22. Remote Working

22.1. The Supplier must ensure, and ensure that Sub-contractors ensure, that:

22.1.1. unless in writing by the Buyer, Privileged Users do not undertake Remote Working; and

22.1.2. where the Buyer permits Remote Working by Privileged Users, the Supplier ensures, and ensures that Sub-contractors ensure, that such Remote Working takes place only in accordance with any conditions imposed by the Buyer.

22.2. Where the Supplier or a Sub-contractor wishes to permit Supplier Staff to undertake Remote Working, it must:

22.2.1. prepare and have approved by the Buyer the Remote Working Policy in accordance with this Paragraph;

22.2.2. undertake and, where applicable, ensure that any relevant Sub-contractors undertake, all steps required by the Remote Working Policy;

22.2.3. ensure that Supplier Staff undertake Remote Working only in accordance with the Remote Working Policy; and

22.2.4. may not permit any Supplier Staff of the Supplier or any Sub-contractor to undertake Remote Working until the Remote Working Policy is approved by the Buyer.

22.3. The Remote Working Policy must include or make provision for the following matters:

22.3.1. restricting or prohibiting Supplier Staff from printing documents in any Remote Location;

22.3.2. restricting or prohibiting Supplier Staff from downloading any Government Data to any End-user Device other than an End User Device that:

(a) is provided by the Supplier or Sub-contractor (as appropriate); and

(b) complies with the requirements set out in Paragraph 3 (*End-user Devices*);

22.3.3. ensuring that Supplier Staff comply with the Expected Behaviours (so far as they are applicable);

22.3.4. giving effect to the Security Controls (so far as they are applicable); and

22.3.5. for each different category of Supplier Staff subject to the proposed Remote Working Policy:

(a) the types and volumes of Government Data that the Supplier Staff can Handle in a Remote Location and the Handling that those Supplier Staff will undertake;

(b) any identified security risks arising from the proposed Handling in a Remote Location;

(c) the mitigations, controls and security measures the Supplier or Sub-contractor (as applicable) will implement to mitigate the identified risks; and

(d) the business rules with which the Supplier Staff must comply.

22.4. The Supplier may submit a proposed Remote Working Policy to the Buyer for consideration at any time.

23. NOT USED

24. NOT USED

25. NOT USED

26. Breach of Security

26.1. If the Supplier becomes aware of a Breach of Security that impacts or has the potential to impact the Government Data, it shall:

26.1.1. notify the Buyer as soon as reasonably practicable after becoming aware of the breach, and in any event within 24 hours;

26.1.2. provide such assistance to the Buyer as the Buyer requires until the Breach of Security and any impacts or potential impacts on the Buyer are resolved to the Buyer's satisfaction;

26.1.3. where the Law requires the Buyer to report a Breach of Security to the appropriate regulator provide such information and other input as the Buyer requires within the timescales specified by the Buyer; and

26.1.4. where the Breach of Security results in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data, undertake any communication or engagement activities required by the Buyer with the individuals affected by the Breach of Security.

Annex 1 - Vetting

1 Vetting Process

1.1 The following process must be adhered to for vetting. It is the Supplier's responsibility, or the responsibility of the organization the professional works for, to have a process in place ensuring that registrations, DBS, vetting, and clearance are kept up to date. The Supplier must follow up and ensure compliance with the requirements outlined below:

1.1.1 The HMPP Business Hub Vetting Team requests identification and other relevant documents from the Practitioner to process the vetting.

1.1.2 The Supplier must ensure that all requested information is provided promptly, including ID, Vetting Request Form, proof of address, a copy of the DBS Certificate, and proof of the right to work in the UK.

1.1.3 A member of the Business Hub Vetting Team will arrange a short Zoom or Teams meeting to complete an ID and document check and confirm the level of vetting required for the Practitioner.

1.1.4 The HMPP Business Hub Vetting Team/Vetting Contact Point submits all relevant documents to the SSCL Vetting Team for processing.

1.1.5 The Vetting Contact Point will receive an email from SSCL confirming receipt of the application.

1.1.6 The Vetting Contact Point will receive a confirmation email from SSCL when the Practitioner has been sent the email containing the link to the vetting portal.

1.1.7 The vetting link will only be sent once to the Practitioner. If the Practitioner does not complete their requirements within the requested timescales, HMPP will not send reminders. The Supplier or Practitioner must contact the Vetting Contact Point to request that the link be re-sent. Any delay in completing the vetting process will impact the Practitioner's ability to provide their services.

1.1.8 The Practitioner will receive a confirmation email from the SSCL Vetting Team once their vetting is complete.

1.1.9 The HMPPS Business Hub Vetting Contact Point will also receive an email from the SSCL Vetting Team confirming that the Practitioner has been cleared. However, the HMPPS Business Hub Vetting Contact Point will not proactively inform the Supplier or Practitioner of clearance. It is the Practitioner's responsibility to update the Supplier to ensure records remain accurate.

1.1.10 A DBS check may be completed before Level 1 (L1) or Level 2 (L2) & Counter Terrorist Check (CTC) vetting if requested.

1.2 **Vetting Link Reissue Policy**
If the Practitioner fails to use the vetting link after contacting the Vetting Contact Point, the link will be reissued a third and final time.

1.3 **Business Case Requirement for Additional Vetting Requests**
If the Practitioner does not complete the process after three attempts, the Supplier or the organisation the professional works for must submit a business case to Psychology Services Group for approval to reissue the vetting link a fourth time.

1.4 **Vetting Requirements for All Staff**
All Supplier staff members who will have access to Framework materials must hold the appropriate level of vetting. This includes administrative staff who may process clinical documents.

ANNEX 2 - SyOPs

HM Prison & Probation Service

HM PRISON SERVICE

Public Sector Prisons

Prison Psychology Services Contracts
Information Security & Technology Devices for use in HM Prisons and Processing HMPPS Data

Redacted under Section 31 of the FOIA – Law enforcement

Schedule 17 (Service Recipients)

NOT USED

Schedule 18 (Prompt Payment)

NOT USED

Schedule 19 (Corporate Resolution Planning)

NOT USED

Schedule 20 (Processing Data)

1. Status of the Controller

1.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Framework Agreement dictates the status of each party under the DPA 2018. A Party may act as:

1.1.1. "Controller" in respect of the other Party who is "Processor";

1.1.2. "Processor" in respect of the other Party who is "Controller";

1.1.3. "Joint Controller" with the other Party;

1.1.4. "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under the Framework Agreement and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

2. Where one Party is Controller and the other Party its Processor

2.1. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller and may not be determined by the Processor.

2.2. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

2.3. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

2.3.1. a systematic description of the envisaged Processing and the purpose of the Processing;

2.3.2. an assessment of the necessity and proportionality of the Processing in relation to the Services;

2.3.3. an assessment of the risks to the rights and freedoms of Data Subjects; and

2.3.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data and assurance that those measures comply with any Security Requirements; and

2.3.5. providing assurance that the measures referred to in Paragraph 2.3.5 comply with the Security Requirements.

2.4. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Framework Agreement:

2.4.1. process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*) unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

2.4.2. ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in this Schedule 20, Clause 18 of the Core Terms and Schedule 16 (*Security*) (if used) (which the Controller may reasonably reject (including, where applicable, in accordance with its rights of rejection under those provisions) but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

(a) nature of the data to be protected;

(b) harm that might result from a Data Loss Event;

(c) state of technological development; and

(d) cost of implementing any measures.

2.4.3. ensure that:

(a) the Processor Personnel do not Process Personal Data except in accordance with the Framework Agreement (and in particular Annex 1 *(Processing Personal Data*));

(b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(i) are subject to any staff vetting required by the Framework Agreement, including the Security Requirements (if any) and Clauses 18 (*Data protection*), 19 (*What you must keep confidential)* and 20 (*When you can share information*);

(ii) are aware of and comply with the Processor's duties under this Schedule 20, the Security Requirements, and Clauses 18 (*Data protection*), 19 (*What you must keep confidentia*l) and 20 (*When you can share information*);

(iii) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

(iv) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Framework Agreement; and

(v) have undergone adequate training in the use, care, protection and handling of Personal Data (including any training required by the Security Requirements);

2.4.4. not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(a) the destination country (and if applicable the entity receiving the Personal Data) has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable), provided that if the destination country of a transfer is the United States:

(i) the Supplier shall ensure that prior to the transfer of any Personal Data to the United States relying on this adequacy (including to any United States-based Subcontractors and/or Subprocessors), the Supplier (and/or the applicable Subcontractor and/or Subprocessor) must be self-certified and continue to be self-certified on the US Data Privacy Framework;

(ii) the Supplier shall notify the Buyer immediately if there are any, or there are reasonable grounds to believe there may be any, changes in respect of their and/or their Subcontractor's or Subprocessor's position on the US Data Privacy Framework (for example if that entity ceases to be certified or is at risk of being so, or there is a strong likelihood of a competent court finding the US Data Privacy Framework unlawful), and the Supplier must then take all appropriate steps to remedy the certification and/or put in place alternative data transfer mechanisms in compliance with this Paragraph 2.4.4(a); and

(iii) if the Supplier (and/or the applicable Subcontractor or Subprocessor):

A. ceases to be certified on the US Data Privacy Framework and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 2.4.4(a);

B. the US Data Privacy Framework is no longer available and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 2.4.4(a); and/or

C. fails to notify the Buyer of any changes to its certification status in accordance with Paragraph 2.4.4(a)(ii) above,

the Buyer may terminate the Framework Agreement with immediate effect; or

(b) the Controller and/or the Processor have provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or Article 46 of the EU

GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:

(i) where the transfer is subject to UK GDPR:

A. the International Data Transfer Agreement issued by the Information Commissioner under S119A(1) of the DPA 2018 (the **"IDTA"**); or

B. the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (**"EU SCCs"**) together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the **"Addendum"**), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018; and/or

(ii) where the transfer is subject to EU GDPR, the EU SCCs,

as well as any additional measures determined by the Controller being implemented by the importing party;

(c) the Data Subject has enforceable rights and effective legal remedies;

(d) the Processor 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 Controller in meeting its obligations); and

(e) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

2.4.5. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Framework Agreement unless the Processor is required by Law to retain the Personal Data.

2.5. Subject to Paragraph 2.6 of this Schedule 20, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Framework Agreement it:

2.5.1. receives a Data Subject Access Request (or purported Data Subject Access Request);

2.5.2. receives a request to rectify, block or erase any Personal Data;

2.5.3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

2.5.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Framework Agreement;

2.5.5. 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

2.5.6. becomes aware of a Data Loss Event.

2.6. The Processor's obligation to notify under Paragraph 2.5 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.

2.7. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 2.5 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

2.7.1. the Controller with full details and copies of the complaint, communication or request;

2.7.2. such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

2.7.3. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

2.7.4. assistance as requested by the Controller following any Data Loss Event; and/or

2.7.5. assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.

2.8. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

2.8.1. the Controller determines that the Processing is not occasional;

2.8.2. the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

2.8.3. the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

2.9. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

2.10. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

2.11. Before allowing any Subprocessor to Process any Personal Data related to the Framework Agreement, the Processor must:

2.11.1. notify the Controller in writing of the intended Subprocessor and Processing;

2.11.2. obtain the written consent of the Controller;

2.11.3. enter into a written agreement with the Subprocessor which gives effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and

2.11.4. provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

2.12. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

2.13. The Parties shall take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority. The Buyer may on not less than 30 Working Days' notice to the Supplier amend the Framework Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office or any other regulatory authority.

3. Where the Parties are Joint Controllers of Personal Data

If the Parties are Joint Controllers in respect of Personal Data under the Framework Agreement, they shall implement provisions which are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 (*Joint Controller Agreement*) to this Schedule 20 (*Processing Data*).

4. Independent Controllers of Personal Data

4.1. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

4.2. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

4.3. Where a Party has provided Personal Data to the other Party in accordance with Paragraph 4.2 of this Schedule 20 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

4.4. The Parties are responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

4.5. The Parties shall only provide Personal Data to each other:

4.5.1. to the extent necessary to perform their respective obligations under the Framework Agreement;

4.5.2. in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects);

4.5.3. where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK and/or the EEA, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:

(a) the destination country (and if applicable the entity receiving the Personal Data) has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or Article 45 of the EU GDPR (where applicable), provided that if the destination country of a transfer is the United States:

(i) the Supplier shall ensure that prior to the transfer of any Personal Data to the United States relying on this adequacy (including to any United States-based Subcontractors and/or Subprocessors), the Supplier (and/or the applicable Subcontractor and/or Subprocessor) must be self-certified and continue to be self-certified on the US Data Privacy Framework;

(ii) the Supplier shall notify the Buyer immediately if there are any, or there are reasonable grounds to believe there may be any, changes in respect of their and/or their Subcontractor's or Subprocessor's position on the US Data Privacy Framework (for example if that entity ceases to be certified or is at risk of being so, or there is a strong likelihood of a competent court finding the US Data Privacy Framework unlawful), and the Supplier must then take all appropriate steps to remedy the certification and/or put in place alternative data transfer mechanisms in compliance with this Paragraph 4.5.3(a); and

(iii) if the Supplier (and/or the applicable Subcontractor or Subprocessor):

A. ceases to be certified on the US Data Privacy Framework and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 4.5.3(a);

B. the US Data Privacy Framework is no longer available and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 4.5.3(a); and/or

C. fails to notify the Buyer of any changes to its certification status in accordance with Paragraph 4.5.3(a)(ii)

the Buyer may terminate the Framework Agreement with immediate effect; or

(b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as determined by the non-transferring Party which could include:

(i) where the transfer is subject to UK GDPR:

A. the International Data Transfer Agreement (the **"IDTA"**) as published by the Information Commissioner's Office or such updated version of such IDTA as is published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or

B. the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the **"EU SCCs"**), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the **"Addendum"**) as published by the Information Commissioner's Office from time to time; and/or

(ii) where the transfer is subject to EU GDPR, the EU SCCs,

as well as any additional measures determined by the Controller being implemented by the importing party;

(c) the Data Subject has enforceable rights and effective legal remedies;

(d) the transferring Party 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 non-transferring Party in meeting its obligations); and

(e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and

4.5.4. where it has recorded it in Annex 1 (*Processing Personal Data*).

4.6. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

4.7. A Party Processing Personal Data for the purposes of the Framework Agreement shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

4.8. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Framework Agreement (**"Request Recipient"**):

4.8.1. the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

4.8.2. where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

(a) promptly, and in any event within 5 Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

(b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

4.9. Each Party shall promptly notify the other Party upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other Party pursuant to the Contract and shall:

4.9.1. do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Loss Event;

4.9.2. implement any measures necessary to restore the security of any compromised Personal Data;

4.9.3. work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

4.9.4. not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

4.10. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).

4.11. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Framework Agreement which is specified in Annex 1.

4.12. Notwithstanding the general application of Paragraphs 2.1 to 2.13 of this Schedule 20 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 4.2 to 4.12 of this Schedule 20.

5. Processing for law enforcement purposes

5.1. In relation to Law Enforcement Processing, the Supplier shall:

5.1.1. maintain logs for its automated Processing operations in respect of:

(a) collection;

(b) alteration;

(c) consultation;

(d) disclosure (including transfers);

(e) combination; and

(f) erasure

(together the “**Logs**”);

5.1.2. ensure that:

(a) the Logs of consultation make it possible to establish the justification for, and date and time of, the consultation; and as far as possible, the identity of the person who consulted the data;

(b) the Logs of disclosure make it possible to establish the justification for, and date and time of, the disclosure; and the identity of the recipients of the data; and

(c) the Logs are made available to the Information Commissioner’s Office on request

5.1.3. use the Logs only to:

(a) verify the lawfulness of Processing;

(b) assist with self-monitoring by the Authority or (as the case may be) the Supplier, including the conduct of internal disciplinary proceedings;

(c) ensure the integrity of Personal Data; and

(d) assist with criminal proceedings

5.1.4. as far as possible, distinguish between Personal Data based on fact and Personal Data based on personal assessments; and

5.1.5. where relevant and as far as possible, maintain a clear distinction between Personal Data relating to different categories of Data Subject, for example:

(a) persons suspected of having committed or being about to commit a criminal offence;

(b) persons convicted of a criminal offence;

(c) persons who are or maybe victims of a criminal offence; and

(d) witnesses or other persons with information about offences.

Annex – Processing Personal Data

1. This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex shall be the Buyer’s at its absolute discretion.
   1.1. The contact details of the Buyer's Data Protection Officer are:

   Redacted under Section 31 of the FOIA – Law enforcement

   1.2. The contact details of the Supplier's Data Protection Officer are:

   Redacted under Section 40 of the FOIA – Personal data

   1.3. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
   1.4. Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	**The Buyer is Controller and the Supplier is Processor** The Parties acknowledge that in accordance with Paragraph 2 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: The following data will be collected through the means of the NSR form: • HMPPS Staff: o Name o Contact Details • Trainees: o Name o Contact Details o Cultural needs o Learning needs o Protected characteristics • Practitioner: o Name The following data will be made available to the Practitioner in order for supervision to take place. This may include: • Prisoner information: o Name o Date of birth

	○ Location ○ Offending history ○ Medical history ○ Personal history
Subject matter of the Processing	Delivery of Supervision of Forensic Psychologists in Training.
Duration of the Processing	Term of the Framework Agreement in accordance with the Award Form.
Nature and purposes of the Processing	The processing is needed in order to ensure that the Processor can effectively deliver the Supervision of the Forensic Psychologist in Training, in line with their individual needs. HMPPS has a notice for prisoners informing them about how their data is used. MoJ has a notice for all staff, contractors and employees informing them about how their data is used.
Type of Personal Data being Processed	The following data will be collected through the means of the NSR form: • HMPPS Staff: ○ Name ○ Contact Details • Individuals (trainees): ○ Name ○ Contact Details ○ Cultural needs ○ Learning needs ○ Protected characteristics • Practitioner: ○ Name The following data will be made available to the Practitioner in order for supervision to take place. This may include: • Prisoner information: ○ Name ○ Date of birth ○ Location ○ Offending history ○ Medical history ○ Personal history

Categories of Data Subject	• HMPPS Staff • Trainees • Practitioners • Prisoners
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	The data will be retained for 6 years and destroyed in line with MoJ and HMPPS Prison and Probation Service Instruction guidelines relating to retention and destruction periods. The period begins on the date the Award Form is signed by both parties.
Locations at which the Supplier and/or its Sub-contractors process Personal Data under the Contract and international transfers and legal gateway	UK
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under the Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event (noting that any Protective Measures are to be in accordance with any Security Requirements)	See Schedule 16 - Security

Annex – Joint Controller Agreement

NOT USED

Schedule 21 (Variation Form)

This form is to be used in order to change a Framework Agreement or associated Call-Off Contract in accordance with Clause 28 of the Core Terms (Changing this Framework Agreement).

Contract Details		
This variation is between:	**[insert** name of Buyer] (**the "Buyer"**) And **[insert** name of Supplier] (**the "Supplier"**)	
Contract name:	**[insert** name of contract to be changed] **(the "Contract")**	
Contract reference number:	**[insert** contract reference number]	
Details of Proposed Variation		
Variation initiated by:	**[delete** as applicable: Buyer/Supplier]	
Variation number:	**[insert** variation number]	
Date variation is raised:	**[insert** date]	
Proposed variation		
Reason for the variation:	**[insert** reason]	
An Impact Assessment shall be provided within:	**[insert** number] days	
Impact of Variation		
Likely impact of the proposed variation:	**[Supplier to insert** assessment of impact]	
Outcome of Variation		
Contract variation:	The Contract detailed above is varied as follows: • **[Buyer to insert** original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ **[insert** amount]
	Additional cost due to Variation:	£ **[insert** amount]
	New Contract value:	£ **[insert** amount]

1. This Variation must be agreed and signed by both Parties to the Framework Agreement and shall only be effective from the date it is signed by the Buyer.

2. Words and expressions in this Variation shall have the meanings given to them in the Framework Agreement.

3. The Framework Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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

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

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

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

Schedule 22 (Insurance Requirements)

1. The insurance you need to have

1.1. The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances set out in Annex 1 to this Schedule and any other insurances as may be required by applicable Law (together the **"Insurances"**). The Supplier shall ensure that each of the Insurances is effective no later than the Effective Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.2. The Insurances shall be:

1.2.1. maintained in accordance with Good Industry Practice;

1.2.2. (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3. taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4. maintained until the End Date except in relation to Professional Indemnity where required under the Annex Part C which shall be maintained for at least 6 years after the End Date.

1.3. The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

2.1. Without limiting the other provisions of the Framework Agreement, the Supplier shall:

2.1.1. take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3. hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

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

3.2. Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

The Supplier shall, on the Effective Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

5.1. The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained for the minimum limit of indemnity for the periods specified in this Schedule.

5.2. Where the Supplier intends to claim under any of the Insurances for any matters that are not related to the Deliverables and/or the Framework Agreement, the Supplier shall, where such claim is likely to result in the level of cover available under any of the Insurances being reduced below the minimum limit of indemnity specified in this Schedule, promptly notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity specified in this Schedule.

6. Cancelled Insurance

6.1. The Supplier shall notify the Buyer in writing at least 5 Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

6.2. The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

7.1. The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or the Framework Agreement for which it may be entitled to claim under any of the Insurances. If the Buyer receives a claim relating to or arising out of the Framework Agreement or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2. Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within 20 Working Days after any insurance claim in excess of **£1000** relating to or arising out of the provision of the Deliverables or the Framework Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.

7.3. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4. Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Framework Agreement or otherwise.

Annex – Required Insurances

Part : Third Party Public And Products Liability Insurance

1. Insured

The Supplier

2. Interest

2.1. To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.1. death or bodily injury to or sickness, illness or disease contracted by any person; and

2.1.2. loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Deliverables and in connection with the Framework Agreement.

3. Limit of indemnity

3.1. Not less than **£1,000,000** in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period.

4. Territorial limits

4.1. United Kingdom

5. Period of insurance

From the Start Date and for the duration of the Framework Agreement Period and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

6. Cover features and extensions

Indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third-party property damage arising out of or in connection with the Framework Agreement and for which the Supplier is legally liable.

7. Principal exclusions

7.1. War and related perils.

7.2. Nuclear and radioactive risks.

7.3. Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.

7.4. Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

7.5. Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

7.6. Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

7.7. Liability arising from the ownership, possession or use of any aircraft or marine vessel.

7.8. Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.

8. Maximum deductible threshold

Not to exceed **£no limit** for each and every public liability claim (personal injury claims to be paid in full).

Part : United Kingdom Compulsory Insurances

The Supplier shall meet its insurance obligations under applicable Law in full, including, United Kingdom employers' liability insurance and motor third party liability insurance.

Part : Additional Insurances

Professional Indemnity Insurance	Where the Buyer requirement includes a potential breach of professional duty by the Supplier in connection with professional advice and /or professional services to be maintained for 6 years after the End Date **£1,000,000**

Schedule 23 (Guarantee)

NOT USED

Schedule 24 (Financial Difficulties)

NOT USED

Schedule 25 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Notifiable Default:	**[Guidance: Explain the Notifiable Default, with clear schedule and clause references as appropriate]**		
Deadline for receiving the [Revised] Rectification Plan:	[**add** date (minimum 10 days from request)]		
Signed by Buyer:		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Notifiable Default	[**add** cause]		
Anticipated impact assessment:	[**add** impact]		
Actual effect of Notifiable Default:	[**add** effect]		
Steps to be taken to rectification:	**Steps**	**Timescale**	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[…]	[date]	
Timescale for complete Rectification of Notifiable Default	[X] Working Days		
Steps taken to prevent recurrence of Notifiable Default	**Steps**	**Timescale**	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[…]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan Buyer			
Result of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for rejection (if applicable)	[**add** reasons]		
Signed by Buyer		Date:	

Schedule 26 (Sustainability)

1. Definitions

"Waste Hierarchy"	prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011: a. Prevention; b. Preparing for re-use; c. Recycling; d. Other Recovery; and e. Disposal.

Part A

1. Public Sector Equality Duty

1.1. In addition to legal obligations, where the Supplier is providing a Deliverable to which the Public Sector Equality duty applies, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under the Framework Agreement in a way that seeks to:

1.2. eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and

1.3. advance:

1.3.1. equality of opportunity; and

1.3.2. good relations,

between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

2. Employment Law

The Supplier shall perform its obligations meeting the requirements of all applicable Law regarding employment.

3. Modern Slavery

3.1. The Supplier:

3.1.1. shall not use, or allow its Subcontractors to use forced, bonded or involuntary prison labour;

3.1.2. shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;

3.1.3. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;

3.1.4. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;

3.1.5. shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;

3.1.6. shall have and maintain throughout the Contract Period of the Framework Agreement its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

3.1.7. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Framework Agreement;

3.1.8. shall prepare and deliver to the Buyer, an annual slavery and human trafficking report (in respect of which a statement under section 54 of the Modern Slavery Act 2015 would be sufficient) setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with this Paragraph 3;

3.1.9. shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

3.1.10. shall not use or allow child or slave labour to be used by its Subcontractors;

3.1.11. shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its Subcontractors to the Buyer and Modern Slavery Helpline and relevant national or local law enforcement agencies; and

3.1.12. if the Supplier is in Default under any of Paragraphs 3.1.1 to 3.1.11 (inclusive) of this Part A of Schedule 26 the Buyer may by notice:

(a) require the Supplier to remove from performance of the Framework Agreement any sub-contractor, Supplier Staff or other persons associated with it whose acts or omissions have caused the Default; or

(b) immediately terminate the Framework Agreement and the consequences of termination set out in Clause 14.5.1 of the Core Terms apply.

4. Environmental Requirements

4.1. The Supplier shall perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.

4.2. In performing its obligations under the Framework Agreement, the Supplier shall, where applicable to the Framework Agreement, to the reasonable satisfaction of the Buyer:

4.2.1. prioritise waste management in accordance with the Waste Hierarchy as set out in Law;

4.2.2. be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of the Framework Agreement is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and

4.2.3. ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of the Framework Agreement do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.

4.3. In circumstances that a permit, licence or exemption to carry or send waste generated under the Framework Agreement is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.

4.4. In performing its obligations under the Framework Agreement, the Supplier shall, to the reasonable satisfaction of the Buyer (where: (i) the anticipated Charges in any Contract Year are above £5 million per annum (including VAT)); (ii) this is a public contract, other than a special regime contract under the Procurement Act 2023; and (iii) it is related to and proportionate to the Framework Agreement in accordance with PPN 016), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 016.

4.5. The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs.

5. Supplier Code of Conduct

5.1. In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf

The Buyer expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

6. Recruitment of Supplier Staff

Where, during the Period of the Framework Agreement, the Supplier or a Subcontractor need to hire Supplier Staff for a role based in the United Kingdom, the role should be published on the Governments' 'Find a Job' website and include the location at which Supplier Staff would be expected to perform the role.

7. Reporting

The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs 1 to 5 of this Part A above within 14 days of such request, [provided that such requests are limited to [2] per requirement per Contract Year].

Part B

NOT USED

Schedule 27 (Key Subcontractors)

1. Restrictions on certain subcontractors

1.1. The Supplier is entitled to sub-contract its obligations under the Contract to the Key Subcontractors set out in the Award Form.

1.2. Where during the Framework Agreement Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Award Form. The Buyer may reasonably withhold its consent to the appointment of a Key Subcontractor if it considers that:

1.2.1. the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

1.2.2. the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers;

1.2.3. the proposed Key Subcontractor employs unfit persons; and/or

1.2.4. the proposed Key Subcontractor is an excluded or excludable supplier within the meaning of the Procurement Act 2023 and any associated Regulations.

1.3. The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:

1.3.1. the proposed Key Subcontractor’s name, registered office and company registration number;

1.3.2. the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;

1.3.3. where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Key Sub-Contract has been agreed on "arm’s-length" terms;

1.3.4. the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Framework Agreement Period;

1.3.5. NOT USED

1.3.6. whether the Supplier considers that an exclusion ground within the meaning of the Procurement Act 2023 and any associated Regulations does or may apply to the proposed Key Subcontractor.

1.4. If requested by the Buyer, within 10 Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.3, the Supplier shall also provide:

   1.4.1. a copy of the proposed Key Sub-Contract; and

   1.4.2. any further information reasonably requested by the Buyer.

1.5. The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

   1.5.1. provisions which will enable the Supplier to discharge its obligations under the Framework Agreement;

   1.5.2. a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;

   1.5.3. a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;

   1.5.4. a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key SubContract to the Buyer;

   1.5.5. obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Agreement in respect of:

      (a) the data protection requirements set out in Clause 18 (*Data protection and security*);

      (b) the FOIA and other access request requirements set out in Clause 20 *(When you can share information)*;

      (c) the obligation not to embarrass the Buyer or otherwise bring the Buyer into disrepute;

      (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and

      (e) the conduct of audits set out in Clause 6 (*Record keeping and reporting*);

   1.5.6. provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 14.4 (*When the Buyer can end this Framework Agreement*) and 14.5 (*What happens if this Framework Agreement ends*) of the Framework Agreement;

   1.5.7. a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer; and

   1.5.8. a provision enabling the Supplier, the Buyer or any other person on behalf of the Buyer to step-in on substantially the same terms as are set out in Clause 13 (*Step-in rights*).

1.6. The Supplier shall not terminate or materially amend the terms of any Key Sub-Contract without the Buyer's prior written consent, which shall not be unreasonably withheld or delayed.

Schedule 28 (ICT Services)

NOT USED

Schedule 28A (Agile Development Additional Terms)

NOT USED

Schedule 29 (Key Supplier Staff)

1. Key Supplier Staff

1.1. Annex 1 to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date ("**Key Staff**").

1.2. The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Framework Agreement Period.

1.3. The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.

1.4. The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:

1.4.1. requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);

1.4.2. the person concerned resigns, retires or dies or is on parental or long-term sick leave; or

1.4.3. the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

1.5. The Supplier shall:

1.5.1. notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of 2 weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

1.5.2. ensure that any Key Role is not vacant for any longer than 10 Working Days;

1.5.3. give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least 3 Months’ notice;

1.5.4. ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

1.5.5. ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom they have replaced.

1.6. The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

1.7. The provisions of this Schedule 29 are in addition to and not in substitution for the employment exit provisions of Schedule 7 (*Staff Transfer*).

Annex – Key Roles

Key Role	Key Staff	Contact Details
Key Roles are as per section 27-30 of Award Form		

Schedule 30 (Exit Management)

NOT USED

Schedule 31 (Buyer Specific Terms)

1. DEFINITIONS

1.1. In this Schedule, the following words have the following meanings and supplement Schedule 1 (*Definitions*):

"Prison Guidance" means the guidance available here:

[Managing conveyance of unauthorised and illicit items policy frameworks (open and closed prisons) - GOV.UK]

"Searching Policy Framework" means the framework available here:

[Searching Policy Framework - GOV.UK]

"Welsh Language Scheme" means the Buyer's Welsh language scheme as amended from time to time and available at:

[MOJ Welsh Language Scheme 2018 - GOV.UK (www.gov.uk)]

Prison Security

1. The Buyer may, by notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Buyer Premises:
   1.1. any member of the Supplier Staff; or
   1.2. any person employed or engaged by any member of the Supplier Staff

   whose admission or continued presence would, in the Buyer's reasonable opinion, be undesirable.
2. The Buyer shall maintain the security of the Buyer Premises in accordance with its standard security requirements, including Prison Rules 1999 Part III, the Prison (Amendment) Rules 2005, the Young Offender Institution Rules 2000 Part III and the Young Offender Institution (Amendment) Rules 2008, available to the Supplier on request.
3. The Buyer may search any persons or vehicles engaged or used by the Supplier at the Buyer Premises.
4. The Supplier shall:
   4.1. comply with all security requirements of the Buyer while on the Buyer Premises and ensure that all Supplier Staff comply with such requirements.
   4.2. ensure that all Supplier Staff who have access to the Buyer Premises or the Buyer System have been cleared in accordance with the Government's Baseline Personnel Security System.
   4.3. co-operate with any investigation relating to security carried out by the Buyer or on behalf of the Buyer and, at the Buyer's request:
      4.3.1. use reasonable endeavours to make available any Supplier Staff requested by the Buyer to attend an interview for the purpose of an investigation; and
      4.3.2. provide documents, records or other material in whatever form which the Buyer may reasonably request or which may be requested on the Buyer's behalf, for the purposes of an investigation.
   4.4. comply with the Prison Guidance; and

4.5. at the Buyer's written request, at the Supplier's cost, provide a list of the names, addresses, national insurance numbers and immigration status of all people who may require admission to the Buyer Premises, specifying the capacities in which they are concerned with the Framework Agreement and giving such other particulars as the Buyer may reasonably request.

5. If Supplier Staff are required to have a pass for admission to Buyer Premises which is a prison, the Buyer shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued. Any member of Supplier Staff who cannot produce a proper pass when required to do so by any member of the Buyer's personnel, or who contravenes any conditions on the basis of which a pass was issued, may be refused admission to a prison or be required to leave a prison if already there.

6. Supplier Staff shall promptly return any pass if at any time the Buyer so requires or if the person to whom the pass was issued ceases to be involved in the performance of the Services. The Supplier shall promptly return all passes on expiry or termination of the Framework Agreement.

7. Supplier Staff attending a prison may be subject to search at any time. Strip searches shall be carried out only on the Buyer's express authority under the same rules and conditions applying to the Buyer's personnel pursuant to Rule 71 of Part IV of the Prison Rules 1999 as amended by the Prison (Amendment) Rules 2005 and Rule 75 of Part IV of the Young Offender Institution Rules 2000 as amended by the Young Offender Institution (Amendment) Rules 2005.

8. Searches shall be conducted only on the Buyer's express authority under the same rules and conditions applying to the Buyer's personnel and/or visitors pursuant to Section 8 of the Prison Act 1952, Rule 64 of the Prison Rules 1999 and the Searching Policy Framework.

9. Whilst at a prison, Supplier Staff shall comply with all security measures implemented by the Buyer in respect of persons attending prison. The Buyer shall provide copies of its written security procedures to Supplier Staff on request. The Supplier and all Supplier Staff are prohibited from taking any photographs at prisons unless they have Approval and the Buyer's representative is present so as to have full control over the subject matter of each photograph to be taken. No such photograph shall be published or otherwise circulated without Approval.

10. The Buyer may search vehicles used by the Supplier or Supplier Staff at a prison.

11. The Supplier and Supplier Staff shall co-operate with any investigation relating to security which is carried out by the Buyer or by any person who is responsible for security matters on the Buyer's behalf, and when required by the Buyer shall:

11.1. take all reasonable measures to make available for interview by the Buyer any members of Supplier Staff identified by the Buyer, or by a person who is responsible for security matters, for the purposes of the investigation. Supplier Staff may be accompanied by and be advised or represented by another person whose attendance at the interview is acceptable to the Buyer; and

11.2. subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind and in whatever form which may be reasonably required by the Buyer, or by a person who is responsible for security matters on the Buyer's behalf, for the purposes of investigation as long as the provision of that material does not prevent the Supplier from performing the Services. The Buyer may retain any such material for use in connection with the investigation and, as far as possible, may provide the Supplier with a copy of any material retained.

12. In providing the Services the Supplier shall comply with the Prison Guidance and other applicable provisions relating to security as published by the Buyer from time to time.

13. Nothing in the Contract is deemed to provide any "authorisation" to the Supplier in respect of any provision of the Prison Act 1952, Offender Management Act 2007, Crime and Security Act 2010, Serious Crime Act 2015 or other relevant legislation.

Welsh Language Requirements

14. The Supplier shall comply with the Welsh Language Act 1993 and the Welsh Language Scheme as if it were the Buyer to the extent that the same relate to the provision of the Services.

Schedule 32 (Background Checks)

NOT USED

Schedule 33 (Scottish Law)

NOT USED

Schedule 34 (Northern Ireland Law)

NOT USED

Schedule 35 (Lease Terms)

NOT USED

Schedule 36 (Call-Off Procedure)

1. How a Call-Off Contract is awarded

1.1. If a Buyer decides to source Services through this Framework Agreement, then it will award the Services in accordance with the procedure in this Schedule 36 (Call-Off Procedure).

1.2. Where a Buyer determines that its requirements can be met in accordance with the Specification set out in Schedule 2 (Specification), then the Buyer may award a Call-Off Contract in accordance with the procedure set out in paragraph 2, 3 and 4 below.

2. Award Process

2.1. The Framework shall be formed of two Taxi-Ranks for the purposes of awarding Call-Off Contracts:

2.1.1. One Taxi-Rank for ‘Co-ordinating Supervisor’ requirements and one Taxi-Rank for ‘Designated/Additional Supervisor’ requirements.

2.2. The two shall run concurrently and shall consist of the same Supplier’s in the same order of ranking, as determined by the Framework ITT process.

2.2.1. Supplier’s Awarded to the Framework Agreement will be referred to as Supplier A, Supplier B, Supplier C and Supplier D.

2.3. The Buyer shall award Call-Off Contracts following a Taxi-Rank allocation process, on a rotational basis, in line with the Supplier ranking:

2.3.1. *E.g. Trainee 1 will be allocated to Supplier A, Trainee 2 will be allocated to Supplier B and so on until the Taxi-Rank ends, when it will be repeated.*

2.4. Subject to Paragraph 1.2 above, the Buyer awarding a Call-Off Contract under this Framework Agreement shall develop a clear statement of requirements, which it will set out in the format of form NSR attached at Annex 2/Annex 3 to this Schedule 36 (Call-Off Procedure).

2.5. The Buyer shall then develop a draft Order Form in substantially the form set out in Annex 1 to this Schedule 36 (Call-Off Procedure).

2.6. The Buyer shall then issue the draft NSR (Part A & B) to the Supplier in line with the Taxi-Rank allocation process in accordance with paragraph 2.1 of this Schedule 36 (Call-Off Procedure).

2.7. The draft NSR will be issued by email to the Supplier’s Specified Mailbox.

2.8. The Supplier shall respond in writing to confirm ability to accept the NSR by either:

2.8.1. Sending a response email to the Buyer's specified Mailbox to accept the NSR. OR;

2.8.2. Sending a response email to the Buyer's Specified Mailbox to reject the NSR.

2.9. Acceptance/rejection must be submitted to the Buyer's Specified Mailbox by no later than 24 hours following the date & time which the draft NSR was issued, where the date on which the NSR was issued is day 0.

2.10. Should a Supplier reject an NSR, or should the response not be received in accordance with paragraph 2.8 of this Schedule 36 (Call-Off Procedure), the NSR will be allocated to the next Supplier on the Taxi-Rank.

2.11. Where an NSR is accepted, the Buyer shall then award the Call-Off Contract to the Framework Supplier in accordance with paragraph 7 of this Schedule 36 (Call-Off Procedure).

2.12. Once the Call-Off Contract is awarded, the Buyer will return the NSR to the Supplier with Part C completed.

2.13. The Supplier must then allocate a Practitioner and return with Part D completed, within 4 working days from receipt of Part C.

2.14. On receipt of the NSR with Part D completed by the Supplier, the Buyer will check the eligibility database to confirm suitability of the Practitioner.

3. Changes to Award Process (requirements)

3.1 The Buyer may at any time override the Taxi-Rank allocation process set out at paragraph 2 of this schedule, by allocating a particular NSR to a particular Supplier.

3.2 This is at the discretion of the Buyer for reasons including, but not limited to: geography, specific needs or preferences of an individual Trainee, specific experience of a Supervisor; or continuation of Supervision for an existing Trainee over that specified in the original NSR.

3.3 In this instance, the Buyer shall issue the NSR to a particular Supplier and shall follow the process in accordance with paragraph 2.7-2.14 of this schedule.

3.4 Should the Supplier reject an NSR, the NSR will either:

3.4.1 Be allocated to the Supplier who should be next in the Taxi-Rank. OR;

3.4.2 Be allocated to the next most suitable Supplier, determined and at the discretion of the Buyer.

3.5 Acceptance/rejection must be submitted to the Buyers's Specified Mailbox by no later than 24 hours following the date & time which the NSR was issued, where the date on which the NSR was issued is day 0.

3.6 Where an NSR is accepted, the Buyer shall then award the Call-Off Contract to the Framework Supplier in accordance with paragraph 7 of this Schedule 36 (Call-Off Procedure).

3.7 Once the Call-Off Contract is awarded, the Buyer will return the NSR to the Supplier with Part C completed.

3.8 The Supplier must then allocate a Practitioner and return the NSR with Part D completed, within 4 working days from receipt of Part C.

3.9 On receipt of the NSR with Part D completed by the Supplier, the Buyer will check the eligibility database to confirm suitability of the Practitioner.

3.10 If the Buyer exercises this right, such that a NSR is allocated to a Supplier in advance of their turn in the 'Taxi-Rank', the Buyer may (at its discretion) omit that Supplier from the next rotation of the 'Taxi-Rank' (meaning that it may not be allocated a NSR in the next rotation).

4. Changes to Award Process (capacity)

4.1 The Supplier shall submit a Capacity Report on a monthly basis in accordance with Paragraph 2.1 of Schedule 10 (Performance Levels).

4.2 Should a Supplier be at capacity as per specified maximum allocations per practitioner (4), the Buyer reserves the right to omit them from the rotation in the allocation process until such a time they indicate capacity through their report submission.

4.3 In this instance, the Buyer shall issue the draft NSR to the next Supplier in the Taxi-Rank and shall follow the process in accordance with paragraph 2.6-2.14 of this Schedule 36 (Call-Off Procedure).

4.4 Paragraph 4.1-4.4 of this Schedule 36 (Call-Off Procedure) are only applicable to NSR's relating to 'Co-ordinating Supervisor' cases, there are no limitations on number of 'Designated/Additional Supervisor' cases a Supplier/Practitioner can accept.

5. Call-Off Commitment

5.1 The Supplier shall only reject a Call-Off if:

5.1.1 It cannot meet the requirements set out in the NSR and/or;

5.1.2 For ‘Co-ordinating Supervisor’ requirements, capacity has been reached under the Framework as per specified maximum allocations per practitioner (4), which shall be communicated through the monthly Capacity Report as set out at Paragraph 2.1 of Schedule 10 (Performance Levels).

5.2 The Supplier shall demonstrate its compliance with paragraph 5.1 of this Schedule 36 (Call-Off Procedure) by reporting to the Buyer within 10 Working Days of the end of each Contract Year of the Framework Agreement, the number of Call-Offs it has accepted in that Contract Year.

5.3 Where the Supplier has not complied with paragraph 5.1 of this Schedule 36 (Call-Off Procedure), a Material Default shall have occurred and the Buyer shall be entitled to terminate this Framework Agreement in accordance with Clause 14 of the Core Terms.

6. No requirement to award

6.1 Notwithstanding the fact that the Buyer has followed the procedure as set out above in paragraph 2, 3 and 4, the Supplier acknowledges and agrees that the Buyer shall be entitled at all times to decline to make an award for its Services and that nothing in the Framework Agreement shall oblige the Buyer to award any Call-Off Contract.

7. Awarding and creating a Call-Off Contract

7.1 A Buyer may award a Call-Off Contract to the Supplier by sending (including electronically) a completed Order Form in substantially the same form of the Order Form Template set out in Annex 1 to this Schedule 36 (Call-Off Procedure).

7.2 The completed Order Form must include the Buyer’s NSR form, in substantially the same form set out in Annex 2/Annex 3 to this Schedule 36 (Call-Off Procedure). The Buyer shall affix to the Order Form (including by electronic means) its name or the name of an official with sufficient delegated authority to enter into the Call-Off Contract to indicate its intention for the Call-Off Contract to be legally binding.

7.3 The Supplier shall, within 24 hours of receipt of an Order Form from a Buyer, accept the Call-Off Contract by promptly affixing to the Order Form (including by electronic means) its name or the name of an official with sufficient delegated authority to enter into the Call-Off Contract and returning a copy of that Order Form to the Buyer by email to the Buyer’s Specified Inbox.

7.4 On receipt of the countersigned Order Form from the Supplier, the Call Off Contract shall be formed with effect from the Call-Off Start Date stated in the Order Form.

8. Form of the Call-Off Contract

8.1 A Call-Off Contract awarded in accordance with this Schedule 36 (Call-Off Procedure) shall comprise (in order of precedence):

8.1.1 The Order Form completed in accordance with paragraph 7 of this Schedule 36 (Call-Off Procedure);

8.1.2 the relevant form NSR that was included with the Order Form in accordance with paragraph 7.2 of this Schedule 36 (Call-Off Procedure); and

8.1.3 the standard Call-Off Order Terms.

Annex 1 – Template Order Form

ORDER FORM

i. This Order Form dated *[XX/XX/XXXX]* is issued in accordance with the provisions of the Framework Agreement for the provision of Supervision of Forensic Psychologists in Training.

ii. Capitalised terms in this Order Form shall have the meaning given to such terms in the Framework Agreement or as defined herein.

iii. The Supplier agrees to supply the Services specified in this Order Form, NSR form attached therein and the Call-Off Contract.

iv. By signing and returning this Order Form in accordance with the provisions of Schedule 36 (Call-Off Procedure) of the Framework Agreement the Supplier agrees to be bound by the terms of this Order Form, NSR form attached therein and Call-Off Contract.

v. The Parties hereby acknowledge and agree that they have read this Order Form, NSR form attached therein and Call-Off Contract and by signing in accordance with the provisions of Schedule 36 (Call-Off Procedure) of the Framework Agreement be bound by this Call-Off Contract.

vi. In accordance with the provisions of Schedule 36 (Call-Off Procedure) of the Framework Agreement the Parties hereby acknowledge and agree that the Call-Off Contract shall be formed when the Buyer acknowledges (which may be done by electronic means) the receipt of the signed copy of this Order Form from the Supplier.

1	**BUYER**	
2	**SUPPLIER**	
3	**TERM**	**EITHER** **From the date of signature of the Order Form until [ ]** **OR** **On Completion of the Services**

4	**PRICE**	***The Price shall be as defined by the Pricing Schedule and associated NSR.*** ***[DN – Commercial to add in Price before sending for signature]***
5	**ADDRESS FOR NOTIFICATIONS**	*Customer:* *Post:* *Email:* *Supplier:* *Post:* *Email:*

Signed for and on behalf of The Authority (Customer)		**Signed for and on behalf of [Insert supplier name] (Supplier)**	
Signature		**Signature**	
Name		**Name**	
Title		**Title**	
Date		**Date**	

[Attach relevant NSR]

Annex 2 – Template Form NSR (Co-ordinating Supervisor)

CO-ORDINATING/CLINICAL SUPERVISION

NOTICE OF REQUIREMENT (NSR)

PART A - Form to be completed by HMPPS Psychology Services Regional Lead Psychologist (or administrator with Lead approval) and sent to PsychologyOperationalDelivery@justice.gov.uk for processing.

<table>
<tr><td colspan="5">NOTIFICATION OF SERVICE REQUEST
Only 1 form per trainee

Date:</td></tr>
<tr><td colspan="2">Region:</td><td colspan="3" rowspan="2">Contact Points:
(name phone and email)
1.
Alternative
2.
Regional Psychologist
3.</td></tr>
<tr><td colspan="2">Regional FMB address:</td></tr>
<tr><td colspan="5">Co-ordinating / Clinical Supervision</td></tr>
<tr><td>Qualification Route to be supervised</td><td>Progress stage</td><td>Date supervision to commence:</td><td>Expected length of the supervision period:</td><td>Total expected number of hours required*:</td></tr>
<tr><td>BPS ☐
Cardiff Met ☐
Leeds Trinity ☐</td><td>Pre-enrolment ☐
Early stage (no submissions) ☐
Part way through ☐</td><td></td><td></td><td>Use internal guidance to work this out

*actual hours may vary depending on needs of the Trainee</td></tr>
<tr><td colspan="5">Specific Specialist Training, Skills or other Mandatory Requirements: (e.g. CTC clearance, work with a Supervisee with protected characteristics that may need additional consideration etc.).</td></tr>
</table>

PART B – To be completed by POD following confirmation of Supplier and returned to Regional FMB.

Supplier awarded:	
Date:	
Completed by:	

PART C: ONLY TO BE COMPLETED FOLLOWING AWARD OF CONTRACT:

To be completed by HMPPS Psychology Services Regional Lead Psychologist (or administrator with Lead approval) and sent directly to the awarded Supplier.

Date:		
Supervisee Name		
Supervisee contact details	Email Phone	
Line Manager Name	**Contact details**	Email Phone
Enrolment date details (expected dates or current milestones)		
Relevant learning needs or protected characteristics of the Supervisee that should be known in advance (ensure the supervisee consents to this information being provided at this stage)**:**		

PART D: TO BE COMPLETED BY SUPPLIER AND RETURNED TO POD & REGION

POD to check eligibility status and confirm eligibility to Region for work to commence.

Allocated Practitioner Name:	

Annex 3 – Template Form NSR (Designated/Additional Supervisor)

ADDITIONAL/DESIGNATED SUPERVISION

NOTICE OF REQUIREMENT (NSR)

PART A - Form to be completed by HMPPS Psychology Services Regional Lead Psychologist (or administrator with Lead approval) and sent to PsychologyOperationalDelivery@justice.gov.uk for processing.

<table>
<tr><td colspan="3">NOTIFICATION OF SERVICE REQUEST

Use a separate form for each type of task (e.g. reports, research project etc.).</td></tr>
<tr><td colspan="3">Date:</td></tr>
<tr><td colspan="2">Region:</td><td rowspan="2">Contact Points:
(name phone and email)
1.
Alternative
2.
Regional Psychologist
3.</td></tr>
<tr><td colspan="2">Regional FMB address:</td></tr>
<tr><td colspan="3">Additional/Designated Supervision</td></tr>
<tr><td>Designated / Additional Supervision task</td><td colspan="2">Specify here the task & volume to be supervised (e.g. 6 x Reports, 1 x research project etc.) Where volume is more than one (e.g 6 reports) specify the number of Trainees involved. Use a different form for each type of task. Include relevant deadlines for tasks.</td></tr>
<tr><td>Expected number of hours for each task*</td><td colspan="2">Use the internal guidance to work out the expected number of hours</td></tr>
</table>

	**actual hours may vary depending on needs of each task*

Specific Specialist Training, Skills or other Mandatory Requirements: (e.g. CTC clearance, work with a Supervisee with protected characteristics that may need additional consideration etc.).

PART B – To be completed by POD following confirmation of Supplier and returned to Regional FMB.

Supplier awarded:	
Date:	
Completed by:	

PART C: ONLY TO BE COMPLETED FOLLOWING AWARD OF CONTRACT:

To be completed by HMPPS Psychology Services Regional Lead Psychologist (or administrator with Lead approval) and sent directly to the awarded Supplier.

Date:	
Additional/Designated Supervision	
Names & contact details of all Co-ordinating / Clinical supervisors for Trainees	
Provide details here of the tasks & requirements of the designated supervision bid. Ensure sufficient detail is given relating to deadlines etc. to enable the supervisor to plan work.	

Relevant learning needs or protected characteristics of the Supervisee that should be known in advance (ensure the supervisee consents to this information being provided at this stage)**:**	

PART D: TO BE COMPLETED BY SUPPLIER AND RETURNED TO POD & REGION

POD to check eligibility status and confirm eligibility to Region for work to commence.

Allocated Practitioner Name:	

Schedule 37 (Call-Off Terms)

1. General Terms

1.1 The following provisions of the Framework Agreement shall be incorporated into this Call-Off Contract:

1.1.1 Core Terms
1.1.2 Schedule 1 (Definitions)
1.1.3 Schedule 2 (Specification)
1.1.4 Schedule 3 (Charges)
1.1.5 Schedule 6 (Intellectual Property Rights)
1.1.6 Schedule 10 (Performance Levels)
1.1.7 Schedule 13 (Contract Management)
1.1.8 Schedule 16 (Security)
1.1.9 Schedule 20 (Data Processing)
1.1.10 Schedule 21 (Variation Form)
1.1.11 Schedule 22 (Insurance Requirements)
1.1.12 Schedule 25 (Rectification Plan)
1.1.13 Schedule 26 (Sustainability)
1.1.14 Schedule 27 (Key Subcontractors)
1.1.15 Schedule 36 (Call-Off Procedure)
1.1.16 Schedule 37 (Call-Off Terms)

1.2 All references in this Call-Off Contract, including the provisions incorporated under Clause 1.1 of this Call-Off Contract, to:

1.2.1 **"Authority"** shall be interpreted as references to the **"Buyer"** unless the context otherwise requires;

1.2.2 **"Call-Off Contract"** shall mean the Order Form (including NSR), these terms and conditions, the attached Schedules and any other provisions the Parties expressly agree are incorporated;

1.2.3 **"Buyer"** shall be the person defined as such in the Order Form;

1.2.4 **"Framework Agreement"** shall be interpreted as references to the **"Call-Off Contract"**;

1.2.5 **"Order Form"** shall mean the order form executed by the Customer and the Supplier in accordance with the provisions of Schedule 36 (Call-Off Procedure) of the Framework Agreement incorporating these terms and conditions; and

1.2.6 **"Term"** shall be the term specified in the Order Form,

unless the context otherwise requires.

2. The Services

2.1 The Supplier confirms that it will provide the Services in accordance with the accepted Call-Off Contract.

2.2 The Buyer may inspect the manner in which the Supplier supplies the Services at the Premises during normal business hours on reasonable notice. The Supplier shall provide at its own cost all such facilities as the Buyer may reasonably require for such inspection. Services include planning or preliminary work in connection with the supply of the Services.

2.3 The Supplier is deemed to have inspected the Premises before submitting its Bid and to have completed due diligence in relation to all matters connected with the performance of its obligations under the Call-Off Contract.

3. Notices

3.1 In this Call-Off Contract, the addresses for submission of notices for the Buyer shall be as specified in the Order Form.