



Award Form

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

1.	Buyer	HM Revenues & Customs (the Buyer). Its offices are on: 100 Parliament Street, London, SW1A 2BQ
2.	Supplier	Name: Public Digital Limited Address: 9 Perseverance Works Kingsland Road London E2 8DD Registration number: 09819399 SID4GOV ID: Not applicable
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables - see Schedule 2 (<i>Specification</i>) for full details. This opportunity is advertised in this Contract Notice in Find A Tender, reference 052250-2025052250-2025 (FTS Contract Notice).
4.	Contract reference	SR25083283595/CW102799
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 this Contract and in respect of which the Buyer is liable to the Supplier.
6.	Collaborative working principles	The Collaborative Working Principles do not apply to this Contract. See Clause 3.1.3 for further details.

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7.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract. See Clause 6.3 for further details.
8.	Start Date	The date on which this Award Form is signed by the final signatory.
9.	Expiry Date	Two years following the Start Date
10.	Extension Period	Further period up to 12 months. Extension exercised where the Buyer gives the Supplier no less than 3 Months written notice before this Contract expires
11.	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.
12.	Incorporated Terms (together these documents form the "this Contract")	<p>The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> (a) This Award Form (b) Any Special Terms (see Section 14 (Special Terms) in this Award Form) (c) Schedule 31 (<i>Buyer Specific Terms</i>) (d) Core Terms (e) Schedule 6 (<i>Intellectual Property Rights</i>) (f) Schedule 1 (<i>Definitions</i>) (g) Schedule 20 (<i>Processing Data</i>) (h) The following Schedules (in equal order of precedence): (i) Schedule 2 (<i>Specification</i>) (ii) Schedule 3 (<i>Charges</i>)

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		<ul style="list-style-type: none"> (iii) Schedule 5 (<i>Commercially Sensitive Information</i>) (iv) Schedule 7 (<i>Staff Transfer</i>) (v) Schedule 10 (<i>Performance Levels</i>) (vi) Schedule 11 (<i>Continuous Improvement</i>) (vii) Schedule 13 (<i>Contract Management</i>) (viii) Schedule 14 (<i>Business Continuity and Disaster Recovery</i>) (ix) Schedule 16 (<i>Security</i>) (x) Schedule 18 (<i>Prompt Payment</i>) (xi) Schedule 21 (<i>Variation Form</i>) (xii) Schedule 22 (<i>Insurance Requirements</i>) (xiii) Schedule 24 (<i>Financial Difficulties</i>) (xiv) Schedule 25 (<i>Rectification Plan</i>) (xv) Schedule 26 (<i>Sustainability</i>) (xvi) Schedule 27 (<i>Key Subcontractors</i>) (xvii) Schedule 29 (<i>Key Supplier Staff</i>) (xviii) Schedule 30 (<i>Exit Management</i>) (xix) Schedule 4 (<i>Tender</i>), 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	<p><u>Statements of Work:</u></p> <p>The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.</p> <p>The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further</p>

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		<p>Statement of Work (in the form of the template set out as an annex to this Award Form).</p> <p>Charges for the Deliverables requested under Statements of Work shall be calculated in accordance with estimated amount of effort using the rates set out in Table 1 of the Annex of Schedule 3 (Charges), and ordinarily be applied on a fixed-price basis.</p> <p>These Special Terms do not prohibit the parties agreeing alternative charging mechanisms within individual Statements of Work, including time and materials, milestone-based payment, risk/reward mechanisms or gainshares.</p>
14.	Buyer's Environmental Policy	Carbon Reduction Plan Appended at Schedule 26
15.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value KPIs as required by Schedule 10 (<i>Performance Levels</i>).
16.	Buyer's Security Requirements	See Schedule 16 (<i>Security</i>).
17.	Goods	Not applicable
18.	Charges	<p>Indexation is not applicable</p> <p>See Schedule 3 (<i>Charges</i>)</p>

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19.	Estimated Year 1 Charges	£7,000,000
20.	Reimbursable expenses	As set out in Schedule 3 (<i>Charges</i>)
21.	Payment method	In accordance with paragraph 4 of the Core Terms and any specific arrangements agreed in Statements of Work, e.g. payment milestones.
22.	Key Performance Indicators	<p>Service Credits will accrue in accordance with Schedule 10 (<i>Performance Levels</i>)</p> <p>The Service Credit Cap is: 10% of the Charges during each Service Period</p> <p>The Service Period is one Quarter .</p> <p>A Critical KPI Failure is: Three instances of KPI Failure within a single Service Period or failure of the same KPI for three successive Service Periods.</p>
23.	Liability	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than 150% of the Estimated Yearly Charges</p> <p>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 £10.5m.</p>
24.	Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer every week during the Discovery Period and quarterly thereafter.</p> <p>The Supplier shall provide the Buyer with a weekly emailed weeknote as a qualitative status report and Performance Monitoring Reports every month based on an agreed template.</p>
25.	Guarantor	Not applicable

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26.	Virtual Library	<p>In accordance with Paragraph 2.2. of Schedule 30 (<i>Exit Management</i>)</p> <ul style="list-style-type: none">the period in which the Supplier must create and maintain the Virtual Library, is as set out in Paragraph 2.2 of Schedule 30; and <p>the Supplier shall update the Virtual Library regularly throughout the duration of the contract.</p>
27.	Supplier's Contract Manager	XXXX REDACTED
28.	Supplier Authorised Representative	XXXX REDACTED
29.	Supplier Compliance Officer	XXXX REDACTED
30.	Supplier Data Protection Officer	XXXX REDACTED
31.	Supplier Marketing Contact	XXXX REDACTED

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32.	Key Subcontractors	Key Subcontractor 1 Not applicable
33.	Buyer Authorised Representative	XXXX REDACTED

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

Annex – Statement of Work (“SOW”) Template

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1. Summary

SOW Reference	
SOW/Project Title	
SOW version	
SOW version issue date	
Call-off contract reference	
Buyer	
Supplier	
Call off Agreement	
Contract Workspace Reference	
SoW Start Date	
SoW End Date	
Pricing mechanism	
Workdays included	
Total cost of SoW	

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This Statement of Work document is made by and between

Full Address HMRC

AND

Full Address Supplier

2. Statement of Work Overview /Problem Statement

3. Scope of work

3.1 General Requirements

3.2 Specific Requirements

3.3 Standards and Quality Assurance

1. Quality standards

2. Technical standards

3.4 Deliverables & Delivery Milestones

The following deliverables are required for this Statement of Work period:

Deliverable	Description	Acceptance Criteria	Milestone Date

○

In order to assure the solution against the relevant policies and standards, the Buyer will provide an approval authority to confirm against criteria; including acceptability, usability and sustainability (See section 3.7 - Acceptance Criteria and 3.8 - SoW Reporting Requirements/Governance

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3.5 Considerations

1. The Supplier is expected to work with the Buyer's programme collaboration tools including JIRA, Confluence, Mural, Slack, Gmail, Microsoft Teams, Microsoft Outlook, Google Hangouts, Google Docs, Google Sheets, Google Slides and any new collaboration tools that are agreed between the buyer and supplier.
2. Supplier to comply with Off-payroll working rules (IR35)
3. Supplier resources to have and maintain the appropriate levels of security clearance required by the Buyer for this SoW.

3.6 Responsibilities (split between Buyer and Supplier)

The Supplier will be responsible for:

1. The Supplier will select suitably qualified and experienced staff and third parties to deliver the statement of work and will ensure the relevant security checks i.e. BPSS are completed prior to arrival on site.
2. The Buyer will be provided with the names, addresses and phone numbers of the selected staff with two weeks' notice prior to arrival on-site to ensure security, access and equipment requirements are completed where appropriate – where Stride devices are required.
3. The Supplier has the right to substitute staff at any point ensuring that there will not be any impact to delivery of the deliverables outlined in the statement of work.
4. The Supplier will coordinate the performance, attendance and conduct of their staff and will ensure they and all supplier third parties comply with The Buyer's H&S, Security and behaviour policies where provided.
5. Where available the supplier will align to CDIO strategy and governance where available, appropriate and agreed.
6. The Supplier will provide performance stats highlighting exceptions / issues relating to delivery.
7. The Supplier will cooperate with other Delivery Groups and suppliers and share knowledge and expertise where it will facilitate overall programme delivery.
8. The Supplier will work collaboratively with the Buyer staff and CL Contractors.
9. The Supplier will ensure that all developed components are supported by appropriate documentation to enable handover to the relevant HMRC Support team or another third party.
10. The Supplier will produce agreed deliverables to planned deadlines that meet HMRC quality standards and governance processes where available, appropriate and agreed.
11. Facilitating regular (please specify frequency) performance review meetings.
12. Initial delivery will continue to be run from HMRC offices in **(To be agreed between Buyer & supplier)**.

The Buyer is responsible for:

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1. Provision of accommodation (where there is a pressing business need) IT kit and tooling required for the delivery and support of integration components. This is provided due to the sensitive nature of the work and the need for secure locations and systems.
2. Provide authority to proceed with new pieces of work and provide details of the HMRC charge Codes.
3. Source funding approval from Projects, Programmes and wider HMRC.
4. Provide access to service management and integration services tools and systems.
5. Be the point of escalation contact between supplier and other DG's e.g. CDIO Service Integration and Operations
6. Be responsible for all Software Licenses, hardware costs, maintenance contract with original equipment manufacturers.
7. Provide access to SME's like Enterprise Architects, other delivery group technical resources where required by the supplier
8. Provision of the Buyer's processes and policies to the Supplier in order to align their processes with customers' expectations.
9. Approval of the Supplier deliverables (e.g. change approval) in a timely manner in order to deliver the contracted services.
10. Provision of key communications and information such as scheduled changes performed by other delivery groups or supplier which may impacts the services provided by the Supplier.
11. Provision of requirements for the Supplier to design and deliver operational reports, monitoring and alerting tools, service levels which are required to deliver the contractual services.
12. Provision of requirements for service continuity, security and compliance which are required to deliver the contracted services.
13. Facilitating regular (please specify frequency) contract review meetings with supplier.
14. Provision of approval for this SoW prior to commencement.

The Buyer will not:

1. Provide supervision over the Supplier's staff.
2. Provide direction to the Supplier's staff.
3. Exert control over the Supplier's staff.

3.7 Acceptance Criteria

The criteria and measurement for success of the work delivered under this SoW will be determined by the predefined business benefits and outcomes described above and including, but not limited to the below:

- User Stories
- User feedback
- Testability
- Checkpoint meetings
- Product backlog review
- Milestone completion
- POAP/Delivery Plan review

The Buyer will review each deliverable from the Supplier and any deficiency identified by the Buyer will be communicated through the: daily, weekly, and monthly review meetings (See section 3.8 - SoW Reporting Requirements/Governance). In the event that a deficiency is duly notified during such period, the Supplier shall provide a remediation plan within the deficiency and resubmit the deliverable for further acceptance review.

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3.8 SOW Reporting Requirements/Governance

1. The Supplier to provide a monthly reporting pack. This will be discussed and formally approved as part of a monthly review meeting arranged by the Buyer Supplier Management team with representatives from the Customer's Commercial team and the Supplier. The Buyer will review and approve each deliverable, escalation & mitigation, and track progress through a monthly Delivery Leadership meeting between the Buyer and the Supplier.
2. The Supplier will monitor the progress of each service and report to stakeholders according to the following reporting pattern:
3. The Buyer will review completed milestones specified within the SoW and sign off approval via scheduled meetings.

Frequency	Type	Attendance
<i>Daily</i>	<i>Standups</i> <i>Daily progress reviews within Agile Teams only - there is no upward reporting function.</i> <i>Scrum of Scrums</i>	<i>Supplier: Team Leads, Platform Architect</i> <i>HMRC: Platform Lead, Team Leads</i>
<i>Weekly</i>	<i>Programme Meeting</i>	<i>Supplier: Programme Delivery Lead, Product Lead, Architects</i> <i>HMRC: Platform Leads</i>
<i>Fortnightly</i>	<i>Retrospective</i>	<i>Supplier: Team Leads</i> <i>HMRC: Platform Leads, Business Sponsor, Team Leads</i>
<i>Monthly</i>	<i>Milestones/Acceptance Criteria</i>	<i>Supplier: Team Leads, Platform Architect</i> <i>HMRC: Platform Leads, Team Leads</i>

4. Location of work

Travel to and from the Supplier or third-party resource's base location (Refer to section 3.1) is included in the Supplier's Total of this SoW (Already included in the agreed contractual rate card). Expenses are only payable by the Buyer, where travel to another HMRC location is required, which will be paid per the agreed HMRC expenses policy.

Any travel must be discussed and agreed with the Buyer in advance of it being undertaken in order to be able to reclaim the expenses incurred.

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HMRC standard working hours are 7.5 hours per day, 5 days a week and the Supplier is expected to deliver the services under this agreement during those prescribed timescales.

5. Clearance/Equipment

1. The supplier and their third-party resources must have Baseline Personnel Security Standard clearance before starting work for the Buyer. This clearance must be maintained as appropriate by the Supplier.
2. The supplier will provide all the necessary equipment under this managed service contract. HMRC will provide devices for accessing production data where necessary.
3. Supplier staff with access to MDTP production data will be required to have Security Check clearance.

6. Reimbursable Expenses

1. The expenses policy is set out at Paragraph 3 of Schedule 3 (Charges) of the call-off contract.

7. Off Boarding and Termination

1. As stated in the call off contract, the client has the right to reduce the rate of development or delivery of service contained within SoW when required.
2. Should this happen, Supplier and Client will mutually agree a reduction in the service with a two week notice period. The outcome of which will likely be a reduction in team size by the supplier.
3. The notice period should be given in writing (normally by email). The receiving party must acknowledge receipt of request within 24 hours.

8. Knowledge Transfer

1. The Supplier will ensure that **INSERT DETAILS**
2. As part of knowledge transfer, the Supplier will create the following artefacts/documentation:

<u>Artefact/Document</u>	<u>Summary of Contents</u>	<u>Delivery Date</u>

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3. The supplier will be required to update any project monitoring tools used, i.e. Confluence or JIRA, with any relevant information to support knowledge transfer.

9. Overtime and on-call

1. It is not anticipated that there will be a requirement for overtime or on-call requirements.
2. On call availability from 5pm-9am on weekdays and 24 hours on weekends and bank holidays, all year-round service for critical live services and Out of Hours cover.

10. Price/Service Role Breakdown

XXX Proposes to execute this SoW for a Fixed Price/T&M of £XXXX (ex VAT)

The Price is calculated as per the table below:

Role	SFIA Level	No. of Days	Day Rate £	Total £

Payment Plan

The proposed payment plan is of X monthly payments as per the Buyer's approved final agreed Supplier's Proposal

Payment Milestone	Date	Value

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11. Risks, Assumptions, Issues and Dependencies (RAID)

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Core Terms – Mid-tier

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1. Definitions used in the contract

Interpret this Contract using Schedule 1 (*Definitions*).

2. How the contract works

2.1 The Contract:

- 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 this Contract 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,

and it has advised the Buyer in writing of:

- 2.3.4 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;
- 2.3.5 the actions needed to remedy each such unsuitable aspect; and
- 2.3.6 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,

and such actions, timetable and costs are fully reflected in this Contract.

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 this Contract;
- (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 this Contract;
- (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

- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.3 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within three (3) Working Days of Delivery.
- 3.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.5 The Supplier warrants that the Goods shall be:
 - (a) of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
 - (b) fit for any purpose held out by the Supplier or made known to the Supplier by the Buyer; and
 - (c) free from defects in design, material and workmanship.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than fourteen (14)

days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier uses all reasonable endeavours to minimise these costs.

- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- 3.2.13 Without limiting any other remedies to which it may be entitled, the Buyer shall be entitled to exercise its rights under Clause 3.2.12 in relation to Goods that don't conform with Clause 3.2.5, for a reasonable period, or such period specified in the Award Form, regardless of whether the Goods have been accepted by the Buyer.
- 3.2.14 The Buyer will not be liable for any actions, claims or Losses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any Loss or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such Loss or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of this Contract.
- 3.3.2 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.
- 3.3.3 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 Contract.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to this Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

- 3.3.6 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.
- 3.3.7 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.8 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 this Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form.
- 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 thirty (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,
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 this 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 this Contract 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 thirty (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,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 this Contract 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 this 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 ten (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 Contract during the Contract Period and for seven (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; and
 - 6.3.3 within six (6) Months of the end of the Contract Period,and the Supplier must meet with the Buyer if requested within ten (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 this Contract,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 this 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 this Contract, the Buyer may not conduct an Audit of the Supplier or of the same Key Subcontractor more than twice in any Contract Year.
- 6.12 At the end of each Contract Year, 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 this Contract 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 this Contract 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 this Contract, 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 this Contract; and
- (c) assign, novate or transfer its rights and/or obligations under the Sub-Contract that relate exclusively to this Contract to the Buyer or a Replacement Supplier.

8.1.2 The Supplier must ensure that it does not at any time during the Contract 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 this Contract, 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 this Contract and the consequences of termination set out in Clauses 14.5.1(b) to 14.5.1(g) shall 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 this Contract:

- (a) where such Sub-Contracts are entered into after the Effective Date, the Supplier will 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 thirty (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,
- 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 contract to consider and verify invoices under that contract 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 thirty (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 this Contract. 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

The 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 this Contract;
- 9.1.2 this Contract 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 this Contract;
- 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 this Contract 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 this Contract; 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 this Contract.
- 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 this Contract; and
 - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 All claims indemnified under this Contract must use Clause 30.
- 9.5 The description of any provision of this Contract 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 (IPRs)

- 10.1 The Parties agree that the terms set out in Schedule 6 (*Intellectual Property Rights*) shall apply to this Contract.
- 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 Contract 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 three (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 ten (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 five (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.or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than five (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 five (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 shall be entitled to terminate this Agreement and the consequences of termination set out in Clauses 14.5.1 shall apply as if the contract 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 twenty (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 contract

- 14.1 The Contract 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 this Contract for the Extension Period by giving the Supplier written notice before this Contract expires as described in the Award Form.

14.3 Ending the contract without a reason

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

14.4 When the Buyer can end this Contract

14.4.1 If any of the following events happen, the Buyer has the right to immediately terminate this Contract by issuing a Termination Notice to the Supplier and the consequences of termination in Clause 14.5.1 shall 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 ten (10) days of the request;
- (d) there's any Material Default of this Contract;
- (e) there's any Material Default of any Joint Controller Agreement relating to this Contract;
- (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 Key Performance Indicators in Schedule 10 (*Performance 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 Contract 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 Contract 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 Contract 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 Contract, 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 Contract;

- (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 contract ends

14.5.1 Where the Buyer terminates this Contract 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 Contract Period;
- (b) the Buyer's payment obligations under the terminated Contract 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 this Contract;
- (e) the Supplier must promptly return any of the Buyer's property provided under the terminated Contract;
- (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 this Contract 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 this Contract: 3.2.12, 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 contract

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 this Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within thirty (30) days of the date of the Reminder Notice.

14.6.2 The Supplier also has the right to terminate this Contract in accordance with Clauses 24.3 and 27.5.

14.6.3 Where the Buyer terminates this Contract under Clause 14.3 or the Supplier terminates this Contract 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 this Contract had not been terminated; and
- (c) Clauses 14.5.1(b) to 14.5.1(g) apply.

14.7 Partially ending and suspending the contract

14.7.1 Where the Buyer has the right to terminate this Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends this Contract it can provide the Deliverables itself or buy them from a third party.

14.7.2 The Buyer can only partially terminate or suspend this Contract if the remaining parts of this Contract 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 this Contract (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 this Contract.

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 this Contract.

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 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 this Contract, 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 this Contract, 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 this Contract.
- 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**

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 five (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 ten (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 Contract; 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 this Contract; 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 this Contract. The Supplier Staff shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract 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 this Contracts or any part of them 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 forty eight (48) hours if it receives a Request For Information.
- 20.2 In accordance with a reasonable timetable and in any event within five (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,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 contract

If any provision or part provision of this Contract 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 this Contract.

22. No other terms apply

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

23. Other people's rights in this Contract

- 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 this Contract unless stated (referring to CRTPA) in this Contract. 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 this Contract 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 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Contract 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 this Contract 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 can partially or fully terminate this Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.

25. Relationships created by the contract

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

26. Giving up contract rights

A partial or full waiver or relaxation of the terms of this Contract 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 this Contract or any part of it without the Buyer's written consent.
- 27.2 Subject to Schedule 27 (*Key Subcontractors*), the Supplier cannot subcontract this Contract 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 ten (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 its Contract 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 can terminate this Contract 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 Contract**

28.1 Either Party can request a Variation to this Contract 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 this Contract cannot be agreed or resolved by the Parties, the Buyer can either:

- 28.3.1 agree that this Contract 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 Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or this Contract 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 contract

- 29.1 All notices under this Contract shall be in writing and be served by e-mail unless it is not practicable to do so. An e-mail is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 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 by 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 ten (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 Contract 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 above 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 this Contract 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,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 Contract 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 this Contract, 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 Equality and Human Rights Commission (or any successor organisation) when working on this Contract.

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 this Contract.

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 this Contract where the Supplier has not paid a minor tax or social security contribution.
- 35.2 Where the Charges payable under this Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within five (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 National Insurance contributions in the UK relating to payment received under this Contract, 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 National Insurance contributions (including IR35); and
- 35.3.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract 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 Contract 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 are 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 Contract 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 Contract 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 shall apply.

37. **Reporting a breach of the contract**

- 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**

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 this Contract.

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 twenty eight (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 Supplier agrees that 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 has the right to 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 this Contract during any Dispute.

40. **Which law applies**

This Contract and any Disputes arising out of, or connected to it, are governed by English law.

Schedule 1 (Definitions)

1. Definitions

- 1.1 In this Contract, 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 this Contract, 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 this 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 this Contract;
 - 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 this Contract 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 this Contract) is to that document as varied, amended, novated, ratified or replaced from time to time.

1.4 In this Contract, 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 (<i>Financial Difficulties</i>);
"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 (<i>Charges</i>);
"Annex"	extra information which supports a Schedule;

"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be 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 Contract (including proposed or actual variations to them in accordance with this Contract); (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 (<i>Sustainability</i>), 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 this Contract;
	(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 this Contract, to be executed by the Supplier and the Buyer;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"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 this Contract;

"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to this Contract 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 this Contract (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);
"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 this Contract;
"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 this Contract; (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"	<p>(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);</p> <p>(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 this Contract; and</p> <p>information derived from any of the above;</p>
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of this Contract 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 this Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under this Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
["Code"]	in respect of the Developed System means:
	<p>(a) the source code;</p> <p>(b) the object code;</p> <p>(c) third party components, including third party coding frameworks and libraries; and</p> <p>(d) all supporting documentation;]</p>
"Commercially Sensitive Information"	the Confidential Information listed in Schedule 5 (<i>Commercially Sensitive Information</i>) (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 this Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;
"Contract Period"	the term of this Contract 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 this Contract 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" shall be 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 this Contract set out in the document called "Core Terms" ;
"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <p class="list-item-l1">(a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:</p> <p class="list-item-l2">(i) base salary paid to the Supplier Staff;</p> <p class="list-item-l2">(ii) employer's National Insurance contributions;</p> <p class="list-item-l2">(iii) pension contributions;</p> <p class="list-item-l2">(iv) car allowances;</p> <p class="list-item-l2">(v) any other contractual employment benefits;</p> <p class="list-item-l2">(vi) staff training;</p> <p class="list-item-l2">(vii) work place accommodation;</p> <p class="list-item-l2">(viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p class="list-item-l2">(ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p class="list-item-l1">(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</p>

	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 Contract Period whether in relation to Supplier Assets or otherwise;
(d)	taxation;
(e)	fines and penalties;
(f)	amounts payable under Schedule 12 (<i>Benchmarking</i>) 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 this Contract (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 this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this 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 this Contract;

"Default"	any breach of the obligations of the Supplier (including abandonment of this Contract 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 this Contract and in respect of which the Supplier is liable to the Buyer;
"Defect"	any of the following: <ol style="list-style-type: none">any error, damage or defect in the manufacturing of a Deliverable; orany error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; orany 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 this Contract; orany 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 this Contract;
"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 this Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of this Contract as

	confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (<i>Implementation Plan and Testing</i>) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be 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 this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract;
["Developed System"]	any software or system that the Supplier will develop under this 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 (<i>What you must keep confidential</i>);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with this Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of this 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 (<i>Resolving disputes</i>);
"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 this Contract 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 this Contract;
"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 this Contract is terminated before the date specified in (a) above, the date of termination of this Contract;
"End User"	a party that is accessing the Deliverables provided pursuant to this Contract (including the Buyer where it is accessing services on its own account as a user);
"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;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

"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: <ul style="list-style-type: none">(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 this Contract, the Charges paid or payable in the last Contract Year during the Contract 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 this Contract (whether prior to the Start Date or otherwise);
"Exit Plan"	has the meaning given to it in Paragraph 4.1 of Schedule 30 (<i>Exit Management</i>);
"Expiry Date"	the date of the end of this Contract 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

	<p>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;</p> <p>(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;</p> <p>(iii) non-payment by any FDE Group entity of any financial indebtedness;</p> <p>(iv) any financial indebtedness of any FDE Group entity becoming due as a result of an event of default;</p> <p>(v) the cancellation or suspension of any financial indebtedness in respect of any FDE Group entity; or</p> <p>(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,</p>
"Financial Report"	<p>a report provided by the Supplier to the Buyer that:</p> <p>(a) to the extent permitted by Law, provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;</p> <p>(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);</p> <p>(c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format</p>

	as the blank templates which have been issued by the Buyer to the Supplier on or before the Effective Date for the purposes of this 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

	<p>materially delay the Affected Party from performing its obligations under a Contract;</p> <p>(b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>(c) acts of a Crown Body, local government or regulatory bodies;</p> <p>(d) fire, flood or any disaster; or</p> <p>(e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>(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;</p> <p>(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</p> <p>(iii) any failure of delay caused by a lack of funds,</p> <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
"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;
"General Anti-Abuse Rule"	<p>(a) the legislation in Part 5 of the Finance Act 2013; and</p> <p>(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"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 (<i>Specification</i>) and in relation to a Contract;
"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 this Contract; and for the avoidance of doubt includes the Code and any meta data relating to the Code;
"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 (<i>Guarantee</i>) in relation to this Contract;
"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"	His Majesty's 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: <ul style="list-style-type: none">(a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under this Contract;(b) details of the cost of implementing the proposed Variation;(c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (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 (<i>Implementation Plan and Testing</i>) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Incorporated Terms"	the contractual terms applicable to this Contract specified in the Award Form;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"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 this Contract;
"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 this Contract 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 fourteen (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 fourteen (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;

	<ul style="list-style-type: none">(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
	<ul style="list-style-type: none">(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 Contract Period to install the Goods in accordance with this Contract;
"Intellectual Property Rights" or "IPR"	<ul style="list-style-type: none">(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 (<i>Intellectual Property Rights</i>) 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 this Contract;
"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 (<i>Processing Data</i>);
"Joint Control"	where two (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 Performance Indicators"	any key performance indicators applicable to the provision of the Deliverables under this Contract (as specified in the Annex to Part A of Schedule 10 (<i>Performance Levels</i>));
"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 (<i>Key Supplier Staff</i>);
"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 this Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract, 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;
"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"	shall be 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" shall be interpreted accordingly;
"National Insurance"	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"	<p>(a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including database schema; and/or</p> <p>(b) IPR in or arising as a result of the performance of the Supplier's obligations under this Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR</p>
"New IPR Item"	a deliverable, document, product or other item within which New IPR subsists;
"Notifiable Default"	<p>(a) the Supplier commits a Material Default; and/or</p> <p>(b) the performance of the Supplier is likely to cause or causes a Critical KPI Failure;</p>
"Object Code"	software and/or data in machine-readable complied object code form;
"Open Book Data"	<p>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 this Contract, including details and all assumptions relating to:</p> <p>(a) the Supplier's Costs broken down against each Good and/or Service and/or</p>

	<p>Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p>
(b)	<p>operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none">(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)	<p>Overheads;</p>
(d)	<p>all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p>
(e)	<p>the Supplier Profit achieved over the Contract Period and on an annual basis;</p>
(f)	<p>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;</p>
(g)	<p>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</p>
(h)	<p>the actual Costs profile for each Service Period;</p>
"Open Licence"	<p>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</p>

	<p>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;</p>
"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 this Contract which the Buyer may wish to publish as Open Licence which are supplied in a format suitable for publication under Open Licence;
"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/blowhleblowing-list-of-prescribed-people-and-bodies ;
"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 this Contract;
"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 (<i>Staff Transfer</i>);
"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 (<i>Rectification Plan</i>) 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 (<i>Rectifying issues</i>);
"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 this Contract 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 (<i>Insurance Requirements</i>);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (<i>Implementation Plan and Testing</i>) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to this Contract 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 (<i>Security</i>) (if applicable);

"Security Requirements"	the security requirements in the Award Form including Schedule 16 (<i>Security</i>) (if used);
"Serious Fraud Office"	the UK 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 (<i>Performance Levels</i>) 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;
"Services"	services made available by the Supplier as specified in Schedule 2 (<i>Specification</i>) and in relation to a Contract;
"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 this Contract set out in Schedule 2 (<i>Specification</i>) and Schedule 10 (<i>Performance Levels</i>);

"Social Value KPIs"	the Social Value priorities set out in Schedule 2 (Specification) and Schedule 10 (<i>Performance Levels</i>);
"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 (<i>Intellectual Property Rights</i>);
"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 this Contract;
"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 this 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 (<i>Specification</i>);
"Standards"	any:

	<ul style="list-style-type: none">(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 (<i>Specification</i>);(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;
"Statement of Work"	a document jointly agreed by the Parties setting out additional Deliverables, as described under the Special Terms in the Award Form;
"Step-In Process"	the process set out in Clause 13 (<i>Step-in rights</i>);
"Step-In Trigger Event"	<p>the occurrence of any of the following:</p> <ul style="list-style-type: none">(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 this Contract;(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 this agreement;

	<ul style="list-style-type: none">(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 this Contract following the completion of the Step-In Process;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than this Contract, pursuant to which a third party: <ul style="list-style-type: none">(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 this Contract;
"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 this Contract but excluding the Buyer Assets;

"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;
"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 this Contract;
"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 this Contract (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 (<i>Intellectual Property Rights</i>);
"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 (<i>Intellectual Property Rights</i>);
"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 this Contract;
"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 this Contract 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 this Contract;
"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"	<ul style="list-style-type: none">(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 this Contract; and(c) information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Award Form appointed by the Supplier to oversee the operation of this Contract 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 this Contract 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 (<i>Tender</i>);
"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 (<i>Exit Management</i>);
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of Schedule 30 (<i>Exit Management</i>);
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract 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 this Contract;
"Test Plan"	a plan: <ul style="list-style-type: none">(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 this Contract as set out in the Test Plan or elsewhere in this Contract 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 (<i>Intellectual Property Rights</i>);
"Transparency Information"	<ul style="list-style-type: none">(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 (<i>Commercially Sensitive Information</i>);(b) any information about this Contract, including the content of this Contract requested and required to be disclosed under FOIA or the EIRs, and any changes to this Contract agreed from time to time, subject to any relevant exemptions, which shall be determined by the Buyer taking into account Schedule 5 (<i>Commercially Sensitive Information</i>);(c) any information which is published in accordance with guidance issued by His Majesty's 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 (<i>Performance Levels</i>)), 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 (<i>Commercially Sensitive Information</i>) (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 this Contract;
"Variation Form"	the form set out in Schedule 21 (<i>Variation Form</i>);
"Variation Procedure"	the procedure set out in Clause 28 (<i>Changing the contract</i>);
"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 (<i>Charges</i>);
"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.

The Buyer's social value priorities

Please see the Specification in the Event Attachments which will be inputted here prior to contract award.

Schedule 2: Services Description

1. Definitions

1.11 In this Schedule, the following definitions shall apply:

Digital Delivery Partner Lead HMRCs Operational Contract Manager

Inheritance Tax (IHT) a tax on the estate (property, money and possessions) of someone who has died, or tax that is payable by certain trusts when funds exit those trusts.

Regime an HMRC Tax or head of duty

Regime Owner HMRC leader, accountable to end to end health and outcomes for a Regime

2. Introduction

1.11 HM Revenue & Customs (HMRC) is the UK's tax, payment, and customs authority. Its ability to collect and distribute funds underpins the delivery of the UK's public services and the targeted support to families and individuals swiftly and accurately. HMRC's services are part of the UK's critical national infrastructure.

2.11 HMRC also protects the fairness of the tax system by making it hard for the dishonest minority to avoid payment of their taxes, undertaking debt collection and legal enforcement of those who try to avoid or evade their responsibilities. It has a workforce of approximately 64,000 FTEs, ranging from customer service advisors to data analysts.

3.11 For the financial year 2023-24, HMRC:

- Collected £843.4bn in total tax revenues.
- Generated £41.8bn additional tax protected by tackling avoidance, evasion and error.
- Helped over 2.2 million VAT customers keep on top of their VAT affairs through the use of Making Tax Digital-compatible software, reducing errors and helping customers pay the right amount of tax from the outset.
- Protected £4.9bn from activity tackling serious fraud.

4.11 HMRC has five strategic objectives that guide everything it does. The Government has agreed HMRC's strategic objectives for the 5-year Spending Review period 2025 to 2030. These underpin our five-year transformation roadmap and reflect how HMRC are meeting the government's challenge for the Civil Service to be more productive, agile and efficient in serving the British public:

Close the tax gap	Improve day to day performance and the overall customer experience	Reform and modernisation of Tax and Customs administration	Build a high-performing organisation, with a skilled and engaged workforce	Support wider government economic aims through HMRC's work
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5.11 Our vision is to be a trusted, modern tax and customs department, and our work is underpinned by our values:

- We are professional.
- We act with integrity.
- We show respect.
- We are innovative.

and our Commitments:

- be fair, kind and human
- not create fear in others
- include people, regardless of difference
- work together, recognising our common goal
- have honest conversations with respect

6.11 The HMRC Charter sets out the standards our customers can expect when dealing with us and the experience we want to deliver. The Charter commits us to

- Getting things right
- Making things easy
- Being responsive
- Treating customers fairly
- Being aware of customers' personal situations
- Recognising that someone can represent customers.
- Keeping customers' data secure

You can find more information about HMRC, including the HMRC Charter, on [About us - HM Revenue & Customs - GOV.UK](#)

7.11 Background to Digital Delivery Partner

8.11 To keep pace with evolving customer, societal and economic expectations, manage the tax gap, and modernise its workforce and technology to be future fit and continuously improve, HMRC must execute an ambitious transformation agenda. Delivery of our five-year transformation outcomes will be a complex and significant undertaking. This will necessitate a fundamental step change in how we deliver and manage our services in order to transform across the entire organisation and increase our flexibility for the future.

9.11 By 2029/30, our vision is to operate as a digital first tax and customs administration which enables individuals and businesses to get their tax right and have greater certainty over their tax obligations. By the end of this Spending Review period, we must:

- Modernise our technology estate to ensure resilience, security and improved digital interaction so that by 29/30, a minimum of 90% of our customer interactions will be digital self-service, up from around 70% in 2025. This will improve services so people can easily and quickly get the information they need without having to call or write to HMRC.
- Improve Operational efficiency.
- Increase Tax Revenues by £7.5bn through closing the tax gap.

In order to successfully deliver on that plan, the organisation must work in new ways that allow it to deliver change at pace.

10.11 HMRC's recent successes in implementing Making Tax Digital, digitising Child Benefit and incorporating a number of services onto the HMRC App have demonstrated great strides in new ways of working to deliver for our customers which need to be built upon. However, while externally the customer experience and interaction with HMRC is different in these services, our internal ways of working need to continue to evolve to ensure we support the service culture required for a modern, digital tax system. For example, we have more to do in developing a true service ownership model. Our target operating state is to be digital first with the customer at the centre of all we do. Services will be defined and delivered end-to-end; with multi-disciplinary teams trusted to deliver continuous improvement. Technology and ecosystems will be leveraged to deliver value for money and standardisation wherever possible.

It is important to note that whilst many initiatives are ongoing across the organisation and there is a potential requirement to engage with other providers, there is not an incumbent supplier for this contract.

3. Services Description

1.11 The overall aim of this service will be the upskilling of HMRC across three key capabilities of leadership and culture, service ownership and change delivery, equipping the organisation to deliver an ambitious transformation agenda. The Partner will do this through coaching, supporting and developing the organisation including at its most senior levels, drawing on their specific experience and tailoring it for HMRC's specific circumstances.

2.11 The Digital Delivery Partner will:

- a) Increase HMRC's ability to Set Direction:**
 - identify existing best practice which needs to be more widely adopted.
 - set out a prioritised list of the improvements to how HMRC sets direction (e.g. to ways of working, governance, funding and skills)
 - diagnose issues or blockers to adapting new ways of working
 - Identify early wins and best long-term value that will enable HMRC to deliver.
 - Bring relevant external organisation / industry best practice insights on effectively setting direction, tailored for HMRC's needs.
 - Effectively diagnose HMRC's current performance, drivers for organisational change and priority areas to address.
 - Identify technical and strategic improvements.
 - Coach the organisation to effectively and sustainably set up a new HMRC service (to be decided during the diagnostic phase) implement the improvements and on effectively setting direction for their organisation. Understand what the changes mean to our leaders and can work alongside us to develop and support them through this.
 - Demonstrate to leaders – up to and including Exec level - why the changes identified are needed

- Produce a coherent roadmap for any changes needed to how HMRC sets overall direction.
- a) **Increase HMRC's ability to Land iterative change effectively and efficiently:** Increasing the capacity for change by implementing iterative chunks of improvements.
 - Enable HMRC to increase its Testing, learning and iterating based on feedback – including failing fast, to land best in class digital services making appropriate use of emergent technology.
 - Enable HMRC to increase the pace of change delivery, identifying and addressing technical / operational / cultural blockers.
 - Support HMRC in implementing new, AI-driven, and digital iterative ways of working: Accelerate end-to-end changes across various project sizes and complexities.
 - Enable HMRC to innovate and iterate to improve quicker, which will challenge at times HMRC's risk appetite.
 - Enable HMRC to deliver Digital change more effectively by providing training, coaching, advice and support to ensure teams are equipped to handle challenges, support a shift in culture to be more user centric and agile in their thinking.
 - Through upskilling enable HMRC to delivery transformational plans and operating model changes.
 - Identifying appropriate “whole system” (i.e. organisation-wide) approaches to delivering digital change that are agile and focus on user needs, working with HMRC to implement appropriate approaches.
 - Working with operational / policy / corporate teams to develop their capability to work alongside Project Delivery / Change professions in landing change.
 - Coaching / supporting leaders in setting the right tone and direction that enables inclusive “whole system” approaches to change.
 - Ensure our ways of working are supported by the right capabilities at the right time and help build this sustainably within HMRC.
- c) **Test, Critique and Embed a Service Ownership Model:** Shaping Operating model and ways of working to support the development of sustainable and user centric services and demonstrate how HMRC can bring together ‘run and change’.
 - Moving from a programme-led approach where change is driven from the centre, to changes and continuous improvement happening closer the front-line, driven by accurate live data and where decision making is devolved, and colleagues are empowered to act.

- Move to a faster pace of change, accepting that sometimes we need to fail fast to make progress and create an environment of psychological safety so we can continually test and iterate.
- Service Ownership capability: developing the capabilities, ways of working and leadership required for organisations to effectively run and change their services in a Service owner led and user centric model.
- Place the customer – whether internal or external – at the centre of that iterative change.
- Flex methodology / working practices / risk appetite to meet the needs of our customers and stakeholders.
- Drive multi-disciplinary team working in service owner models; the ability of operational / policy leaders to set direction for change, and for change professionals to operate and partner effectively in these environments.

d) Upskill and educate: Ensure that leadership and teams are equipped to drive and support the transformation agenda.

- Coach and upskill Civil Service teams and leaders, working alongside those Civil Service teams to overcome organisational constraints as they deliver various digital change initiatives.
- Effective Knowledge Transfer: Ensuring a sustainable transfer of knowledge and expertise including developing playbooks, or similar artefacts, to ensure that best practice is widely and easily propagated across the organisation e.g. a playbook on how to implement best practice digital funding and governance approaches for new pieces of work.
- Influence and persuade leaders – up to and including Exec level – on the case for changes, and support / coach them as they develop this capability across the organisation. Improve our capability through side-by-side delivery of key services.
- Provide solutions and support to build enduring capability throughout and beyond the lifecycle of the partnership.
- Through artefacts, but significantly through the embedding and consolidation of the knowledge transferred, empower the organisation to carry out this thinking internally in the future.
- Increase the productivity of those involved with change.

e) Provide strategic leadership support for transformation: Partner HMRC's Executive Committee and senior leadership community to institute new ways of working, and foster a culture that enables agile, innovative approaches to designing and running services to thrive.

- Advise ExCom on opportunities to address structural organisational design opportunities that would accelerate the pace of change. Engage with and influence executive-level and ministerial stakeholders beyond the project delivery / change profession.

- Support ExCom and Ministers on the Journey to develop sustainable services for HMRC, including coaching on how the operating model, leadership and culture changes to support a new environment and approach and that ExCom understand the risks and the nature of changes HMRC will need to make.

f) Embed Ways of Working throughout: which provide:

- Practical advice/input: Working alongside relevant leaders to provide practical experience, advice and hands-on support, leaving HMRC in a mature state of transformation than at the stage they arrived.
- Partnership Approach: Foster a collaborative partnership with shared responsibility for results and consistency of resources deployed. Objective understanding, challenge, and introduction of novel ideas and approaches will be crucial.
- Collaboration on skills: Provide opportunities to learn from others and utilise bespoke and specific skillsets to further HMRC's progress.
- Capability Building: Support HMRC's internal teams, enabling knowledge transfer and skills development, critical for sustaining post-transformation benefits.
- Constructive Challenge: Utilising best practice, experience from wider government and the private sector provide advice and challenge to facilitate alternative ways of working.

3.11 Discovery Phase – Initial Statement of Work (SoW)

4.11 The initial scope will be a 2-month Discovery period during which the Supplier will conduct an analysis to evaluate HMRC's current approach-to changing and running services, Service ownership, digital change delivery including user centred service design and delivery, and the leadership and culture in HMRC. The supplier will identify existing best practice which needs to be more widely adopted and diagnose further issues or blockers to effective digital delivery and to adapting new ways of working. The Supplier will set out a prioritised list of the changes (e.g. to ways of working, governance, funding and skills) that will deliver both early wins and best value, outlining a set of recommendations on how, working with HMRC teams, the supplier proposes HMRC moves forward over the period of the contract to achieve its aims with clear recommendations on specific regimes / services, capability and deliverables.

5.11 The Supplier analysis should include engaging with relevant teams and individuals across the organisation up to and including executive and Ministerial stakeholders, as well as bringing relevant research / experience from outside of this engagement. Findings must be relevant to HMRC and actionable rather than abstract and should cover the capabilities of Leadership and Culture, Service Ownership and Change Delivery.

6.11 Upon onboarding in the initial mobilisation meeting, the Supplier will agree their proposed plan for completing the Discovery with the HMRC Lead including discussing any access to personnel / information needed.

7.11 The partner will present and agree at the Mobilisation meeting how reporting and progress against the transition plan is to be provided to the Authority.

8.11 Discovery Deliverables:

The Delivery of a report by the end of the Discovery Period setting out:

- An analysis of HMRC's current level of maturity in delivering Run and Change, its delivery of change programmes and wider digital transformation, its Regime Ownership model, its approach to achieving Regime or Service outcomes, developing user centred services and its approach to delivering digital transformation.
- Proposals for where and how HMRC should 'test and learn' the development of a sustainable HMRC customer service with a Service Owner operating model, setting out the criteria for determining where and why, the expected outcomes and value and the steps HMRC would need to take to run such a test and learn (including a plan, capability required, conditions for this to succeed and likely changes HMRC would need to make to enable success).
- How within that test and learn, the supplier would support HMRC to land this and build leadership and other capability.
- Proposals for how your organisation will support HMRC's change delivery efforts across all levels of the department. Including how you will engage with stakeholders at strategic, operational, and delivery levels to ensure alignment, drive adoption, and embed sustainable change. Outlining the steps you would take to identify, and upskill HMRC to address, delivery challenges, resource / capability gaps, and enhance consistency and quality across workstreams. Additionally, how your methods will contribute to future-proofing our change processes and enable smooth transitions between project phases.
- Any areas of good or best practice that are already being adopted by HMRC and how those can be more widely propagated.
- Recommended areas for improvement to ensure that the HMRC transformation plan remains on track for delivery or could be accelerated.

The Discovery Phase report should include a prioritised list of any proposed future engagements, outlining why and how those proposed areas of further work will deliver both quick wins and greatest value. The proposed engagements will ultimately be the subject of Statement of Work approvals as per 5.10, however as part of Discovery should provide outline timelines, resources, and dependencies/risk for HMRCs consideration. Any further outcomes and metrics will be agreed as part of each statement of work. Overall, the Delivery Partner will need to explain how they will make a tangible contribution to:

- (iii) Reliable, high-quality delivery of the ambitious HMRC's transformation plan.

- (iii) Reducing the cost of change in line with the agreed business plan.
- (iii) Delivering the conditions for success and a discernible shift in HMRC's ways of working – structurally and behaviourally
- The Supplier will summarise and present to ExCom the outcomes of the report and present these to ExCom with a view to feedback and acceptance on the prioritisation of further work.
- **Success Criteria**
- To note, upon onboarding and at the start of the Discovery Phase, an initial mobilisation meeting will be held at which the Authority will set out the 26/27 objectives and provide where relevant any additional context relevant to the Suppliers Discovery Phase activities including discussing any access to personnel / information needed and refining how they will reporting and progress against the Discovery Phase priorities.
- The Supplier will accordingly refine, finalise and agree their proposed plan for completing the Discovery within 7 days of the mobilisation meeting.
- The Authority may add additional activity in line with the scope of services.

Implementation

9.11 Subject to the Discovery findings, report and ExCom feedback, HMRC will commission a series of further Statements of Work, subject to agreement and in accordance with 3.11 that will require the delivery partner to work alongside HMRC in line with the Services at 3. Delivering where agreed further analysis and recommendations in line with Discovery. This may also include:

HMRC will make available key personnel and relevant information to inform the supplier's work. HMRC expects that the supplier will engage with teams and individuals as part of this initial discovery, in addition to carrying out relevant internal / external research.

HMRC will share as part of mobilisation meetings the 26/27 outcomes we need to achieve and agree SMART objectives will be agreed for each SoW.

Success Criteria

During mobilisation success/acceptance criteria for the Discovery Phase will be agreed. The supplier must provide deliverables which;

- comply with the Specification, the Tender Response and, to a professional standard; using reasonable skill and care; using Good Industry Practice; using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract; on the dates agreed; and that comply with Law.
- are completed to the agreed standard, produced in the formats described in line with the Due Date,
- Signed off by the Buyer's relevant workstream lead and/or governance forum.

Success criteria will be agreed in each of the SoWs during the implementation phase.

As a minimum, all outputs produced by the supplier will be reviewed by a senior member of the contracting authority team prior to acceptance. As part of the review process, the contracting authority may require the supplier to attend a meeting to explain the content of each deliverable and answer any specific questions. Where changes to deliverables are required to ensure they align with the agreed scope and are of sufficient quality, these changes shall be made at no additional charge to the contracting authority. Moreover, as part of the handover process for each deliverable, the supplier will be asked to evidence how they are ensuring that contracting authority staff are being kept informed and up skilled. If the contracting authority determines that sufficient knowledge transfer has not taken place, it may refuse acceptance of the deliverable until it is satisfied that this issue has been rectified.

Key Performance Indicators

Service Level Performance Criterion	Detail	Service Level Threshold
Incentivisation: Specific details/measures to be proposed and agreed with the successful supplier within 2 weeks of contract commencement	An incentivised risk/reward payment model for appropriate components shall be implemented. The initial 3 areas for consideration are Knowledge Transfer, upskilling and increased pace of change	Pass/Fail
Implementation: Agree the proposed plan for completing the Discovery with the HMRC Lead	Include discussing any access to personnel/ information needed.	Pass/Fail
Impacting: All Statements of Work to be reviewed by the supplier and a draft proposal complete with initial costings provided to the buyer within 5 working days of the Statement of Work being received by the supplier.	This is measuring the initial, fully costed response from the supplier. It will be measured from the time the Statement of Work is sent to the supplier to the time the completed Statement of Work is received by the buyer.	Pass/Fail
Quality: All deliverables to be met/achieved as specified within the Statement of Work. Any changes to be tracked/agreed via the change control	The HMRC Supplier Manager will confirm with the supplier contact via acceptance criteria meetings or other contract level meetings (to be decided during mobilisation) the	Pass/Fail

process within 24 hours of the issuing arising.	acceptance of each deliverable or applicable milestone.	
Reporting & Governance: The provision of a detailed weekly Status report, to include as a minimum, a retrospective overview of the previous week and a forward look of activities, highlighting any pressure points and/or successes.		Pass/Fail
Social Value: TBC		Pass/Fail

10.11 Management

HMRC will have a Digital Delivery Partner Lead who will manage interactions with the supplier, facilitate the delivery, enable agreement of Statements of Work and assure achievement of milestone and quality requirements. The supplier will also have relationships with senior leaders across HMRC who will act as the customers for the key areas of delivery.

The Supplier shall appoint a suitably experienced individual who will act as the principal point of contact for the contract. The delivery manager will work closely with the HMRC team and through them, with internal stakeholders within HMRC, throughout the duration of the contract.

The Supplier's delivery manager shall attend weekly checkpoint calls, as a minimum, with HMRC's Digital Delivery Partner team to report on progress and be involved in key decisions relating to the management of the delivery. Proposed changes in the Supplier's staffing (at all levels) or deviations from the agreed work programme must be discussed and agreed with the HMRC Digital Delivery Partner Lead in advance.

A full governance structure shall be agreed during the Discovery period.

11.11 Statements of Work

Requirements, timescales and payment milestones required for each stage shall be captured and agreed within a Statement of Works (SoW) package.

For SoWs, the following process will be used:

- HMRC will make a request in writing to the Supplier to provide a proposal using the SoW format included within Annex B. The request will include a specification of requirements detailing the work needed, the outcomes required, and the date the Supplier's SoW proposal is required by.

- The Supplier shall review and return the SoW proposal to HMRC, which will include a costed project plan of the milestones needed to deliver the outcomes.
- Upon receipt, HMRC will review the SoW proposal and reserves the right to request any changes to the SoW proposal as may be required to ensure the required outcomes will be delivered to HMRC's satisfaction.
- Once the final SoW proposal has been agreed and the final SoW form has been signed by a duly authorised representative from both parties, the deliverables contained within the SoW will form part of the contract deliverables.
- The Supplier shall deliver the requirements as agreed within individual SoW packages which have been signed and approved by duly authorised representatives from both parties.
- Any minor amendments required to the operational delivery of deliverables within the SoW, once agreed in writing by duly authorised representatives of both parties, will also form part of the contract deliverables.
- The award of this contract does not guarantee a minimum amount of work during the contract period. Only deliverables contained within a SoW that is agreed and signed by duly authorised representatives from both parties will form committed deliverables under the contract.
- HMRC makes no commitment that the requirements listed 5, will be exclusively commissioned to the Supplier as subsequent assignment/SoW. As such, no commitment is given to the total value of work that may be commissioned under the resulting Contract.

4. Contract Value

The maximum contract value will be £14,000,000 (excluding VAT). The maximum contract value is not committed spend. Actual spend will be dependent on the value of the cumulative SoWs.

5. Responsibilities and Considerations

- HMRC will create a distinct area within SharePoint for the Supplier to undertake project/issue tracking management.
- The Supplier is expected to work with the programme collaboration tools (O365 suite).
- Supplier will be compliant with Off-payroll working rules (IR35).
- Supplier staff will hold BPSS as the expected minimum clearance required. Full Security Clearances must be held prior to the Contract Start Date.

6. Continuous Improvement

- The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.

7. Location

- Current working practices dictate a hybrid of remote working with a need to attend site at key locations aligned to key personnel which includes but is not limited to the London office. Other core locations are based at HMRC primary site locations across the country and work will be carried out at these locations on a need must basis.

- As part of the delivery, it may be necessary for the Supplier to travel to all HMRC sites upon request. Any travel to another core HMRC location must be approved by the Programme Director.

8. Security Requirements

- Supplier staff will hold BPSS as the expected minimum clearance required. HMRC will support clearance and vetting during contract mobilisation.
- In the delivery of the service, the Supplier must ensure that the standards, best practice guidelines and approaches that are required to protect UK government assets contained in the Security Policy Framework are adhered to.
- The Supplier's response to the Security Questionnaire, with any subsequent amendments as may be agreed as part of a clarification process, will be included in the signed version of any resulting agreement, as confirmation that the content of the Security Plan has been agreed with HMRC.

9. Duration

- The proposed start date for the Contract will be week commencing 1 September 2025.
- The proposed duration of the Contract will be 24 months.
- The proposed end date for the Contract will therefore be 31 August 2027.
- There is potential to extend the Contract by a further 12 months.

10. Social Value Requirements

HMRC is committed to supporting key social outcomes as part of its commercial activity. To help achieve this goal procurement exercises conducted by HMRC incorporate the requirements outlined under the Governments Social Value Model (SVM).

The contact will deliver on: Tackling economic inequality - Increase supply chain resilience and capacity, more specifically MAC 3.3: Support the development of scalable and future-proofed new methods to modernise delivery and increase productivity.

Social Value commitments made in the ITT will be added.

Schedule 3 (Charges)

1. How Charges are calculated

1.1 The Charges:

- 1.1.1 shall be calculated in accordance with the terms of this Schedule;
- 1.1.2 cannot be increased except as specifically permitted by this Schedule and in particular shall only be subject to Indexation where specifically stated in the Award Form; and]
- 1.2 Any variation to the Charges payable under a Contract must be agreed between the Supplier and the Buyer and implemented using the procedure set out in this Schedule.

2. The pricing mechanisms

Notwithstanding the provisions of the Special Terms, the pricing mechanisms and prices set out in Annex **Error! Reference source not found.** shall be available for use in calculation of Charges in this Contract.

3. Are costs and expenses included in the Charges

- 3.1 The Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be 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

4. Not Used

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

- 5.1 The Charges can also be varied (and Annex **Error! Reference source not found.** 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 Not used
 - 5.1.5 Not used

6. Not Used

7. Not Used

8. Not Used

Annex 1 – Rates and Prices

XXXX REDACTED

Subsequent Statements of Work will be submitted by the attached template, and the process of approval will be as per the specification 3.11.

Not Used.

Schedule 4 (Tender)



His Majesty's Revenue & Customs (HMRC)

Procurement for the provision of Digital Delivery Partner

**Tender Instructions and Evaluation Criteria
(Procurement Act 2023)**

June 2026

ABOUT HMRC

HM Revenue & Customs ("HMRC" or, in this ITT, "we") is the UK's tax, payments and customs authority. We have a vital purpose: to collect the money that pays for the UK's public services and help families and individuals with targeted financial support.

We do this by being impartial and increasingly effective and efficient in our administration. We help the honest majority to get their tax right and make it hard for the dishonest minority to cheat the system.

Key responsibilities of HMRC include:

- safeguarding the flow of money to the Exchequer through our collection, compliance and enforcement activities
- ensuring money is available to fund the UK's public services
- facilitating legitimate international trade, protecting the UK's fiscal, economic, social and physical security before and at the border, and collecting UK trade statistics

- administering Statutory Payments such as statutory sick pay and statutory maternity pay
- helping families and individuals with targeted financial support through payment of tax credits
- administering Child Benefit
- administering the [Government Banking Service](#).

- 1.1 To aid with the delivery of HMRC services, we engage with suppliers to deliver contracts covering a wide range of requirements. This procurement exercise is for the provision of such a contract.
- 1.2 Any contract resulting from this procurement process will be for the use of HMRC, which includes the Valuation Office Agency ("VOA") as an executive agency of HMRC. No guarantee is given that the services will be used by the VOA.
- 1.3 HMRC is carrying out the procurement on behalf of itself and any third party beneficiary referred to in the tender notice. Any such beneficiaries will not have a direct contractual relationship with the supplier in respect of the services. They will be permitted to access the contract through HMRC, but HMRC gives no guarantee that they will do so.

TENDER OVERVIEW

HMRC is conducting this procurement process via a Competitive Flexible tender procedure, in accordance with the requirements of the Procurement Act 2023 (PA 2023).

The contract to be awarded as a result of this procurement exercise is for the provision of a Digital Delivery Partner. Please see the Draft Contract (the draft contract document included as a supporting document as part of this tender exercise), including but not limited to the schedule titled "Schedule 2- Services Description" ("Services Description"), for the full description of the goods and/ or services required.

During the term of the contract HMRC may require changes to the scope of the contract, for example extensions to the duration of the contract or changes to the volumes. Any services in the Services Description set out as "Optional Services" are additional services that the supplier will be required to provide if requested by HMRC during the lifetime of the contract, in accordance with the contract terms. HMRC provides no guarantee that any such changes/extension to the contract duration will be required or delivered under the contract.

The successful supplier(s) will be required to deliver the services in full compliance with the requirements outlined by HMRC within the entire suite of documents included as part of this tender process, as will be reflected in the contract.

The duration of the contract will be 2 years, with the option to extend by a maximum of a further year.

The approximate annual contract value is £8m (excluding VAT), with an estimated total contract value (inclusive of any options) of £24m (excluding VAT). This is an estimate only. HMRC provides no guarantee as to the quantity or value of work that will be placed with any successful supplier. Any contract values, details of current expenditure or indications of potential future uptake provided in this Invitation to Tender ("ITT") or otherwise as part of this procurement exercise are indicative only.

The resulting contract will be awarded to a single supplier.

HMRC provides no guarantee it will enter into any contract resulting from this procurement exercise. HMRC reserves the right to cancel and/or amend the requirements of this procurement process at any point and will not be liable to any third party should any such cancellation/amendment occur.

TENDER TIMETABLE

The anticipated timetable for this procurement is outlined below. This is intended as a guide only and we reserve the right to adjust this timetable, the structure and/or the content of the procurement process at our discretion. We will notify all tenderers of any changes to the timetable via the Ariba messaging function. Where we refer to any deadlines or dates in the tender timetable in this ITT, (e.g. the Clarification Deadline or Tender Submission Deadline), we are referring to the deadline or date as may have been changed in this way.

Any reference to a time of day refers to the time in London, England.

Procurement Stage	Dates (Subject to Change)
Selection (PSQ) Stage go live	16/05/2025
Selection (PSQ) Stage submission deadline (“Request to Participate Deadline”)	10:00 10/06/2025
Selection Stage evaluations	11/06/2025 – 27/06/2025
Award Stage go live	02/07/2025
Clarification Deadline	16/07/2025
Award Stage submission deadline (Tender Submission Deadline)	01/08/2025
Award Stage evaluation/moderation including presentations (where used)	01/08/2025 – 09/08/2025
Award decision notification and assessment summaries issued	15/08/2025
Standstill period	15/08/2025 – 26/08/2025
Contract award	28/08/2025
Service Commencement Date	01/09/2025

TENDER SUBMISSIONS, CONTACT DETAILS AND QUERIES

SAP Ariba eSourcing/eTrading Portal

All tender documents are available through the SAP Ariba eSourcing Portal (“Ariba”) only. Please ensure you review all tender documents in their entirety prior to completing your tender response.

Once logged onto the system, technical guidance relating to the use of the eSourcing Portal can be found in the Help Centre that can be accessed via the help tab at the top of the screen. Any technical issues identified with the Ariba system should be raised via the instructions outlined in the Help Centre. HMRC accepts no liability for any technical issues experienced with the Ariba system.

HMRC has a “Purchase Order Mandatory Policy” and will process all purchase orders and all invoices using its eTrading system, provided by SAP Ariba. This will enable tenderers to transact (Cataloguing, Purchase Orders, Invoicing etc) with HMRC through the eTrading Portal.

Successful suppliers are required to register on the SAP Ariba Network in order to transact with HMRC via the e-Trading system and to ensure that they will continue to be able to receive purchase orders from and issue invoices to HMRC

Registration for HMRC's eTrading portal is undertaken by the successful tenderer following the notification of award. Instruction will be provided by HMRC. SAP Ariba will not charge suppliers to HMRC or VOA to register on the SAP Ariba Network and suppliers will not incur any fees when transacting with HMRC or VOA across HMRC's eTrading system. However fees may apply when transacting with suppliers' other customers over the SAP Ariba Network.

Suppliers to HMRC or VOA are not required to invest in any additional products or services from SAP Ariba or from any other supplier in order to transact with HMRC or VOA using HMRC's eTrading system.

Payment will be made by BACS within 30 days of receipt of a valid invoice.

Communications and clarifications

HMRC will ordinarily send communications or notifications to tenderers in connection with this procurement exercise via the messaging facility in Ariba.

Communications or notifications sent via the messaging system may relate to and represent material changes to information previously provided. Accordingly, until the procurement exercise has been fully concluded, tenderers are advised to log into the eSourcing event on Ariba at regular intervals to check for messages from HMRC.

Vague, ambiguous or incomplete answers are likely to score poorly or render the tender non-compliant. HMRC reserves the right (but is not obliged) to seek clarification of all or any part of a tenderer's tender at any time during the procurement exercise. Tenderers must respond to such requests promptly and within any timescales set for responses.

Tenderers must submit any queries or clarification questions via the messaging system in Ariba prior to the Clarification Deadline. Unless there are exceptional circumstances determined by HMRC, HMRC will not accept or respond to any queries or clarification questions received via any other method and/or received after the Clarification Deadline. It is the tenderer's responsibility to ensure that they have all of the information they need to prepare their tender.

HMRC will publish any clarification questions received and HMRC's response to them on Ariba. As a tenderer, if you wish HMRC to treat a clarification as confidential and not publish the response, you must state this when submitting the clarification. If, in the opinion of HMRC, the clarification is not confidential, HMRC will inform the tenderer who will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all tenderers.

If you consider that there is:

a fundamental difference between the outline requirement in the tender notice or this ITT and the more detailed Services Description in the Draft Contract or procurement documents; and/or

a fundamental error or omission in the Services Description which affects your ability to provide the goods and/or services,

you must bring this to HMRC's attention as soon as possible and no later than the Clarification Deadline.

Contract terms

The Draft Contract that HMRC proposes to use is included as part of the supporting document pack provided with this tender document. At the outset of the procurement process, you must familiarise yourself with the content of the Draft Contract and assure yourself that you are prepared to agree to the various terms, conditions and requirements within it.

If the terms of the Draft Contract render the proposals in your tender unworkable, you should submit a clarification question in accordance with paragraph 4.2. If HMRC decides an amendment to the Draft Contract terms is required, HMRC will publish the amendment via Ariba and it will apply to all tenderers. Any amendments which are proposed, but not approved by HMRC through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the tender. HMRC may incorporate any of the successful tenderer's responses and submissions provided during this procurement exercise into the final contract with HMRC, for example as part of the Supplier Solution (as defined in the contract).

Tender Submission

Tenders (including any supporting documents) must be submitted via Ariba by the Tender Submission Deadline. Unless there are exceptional circumstances determined by HMRC, any tender received after this deadline will not be opened or considered and will be excluded from the procurement process. Any tender submissions not received through Ariba will be excluded from the procurement process.

It is the tenderer's responsibility to contact the Ariba helpdesk to resolve any problems with the electronic submission of the tender.

Each tenderer may only submit one tender or, if applicable, one tender in respect of each Lot for which it wishes to bid, unless the tender explicitly states variant bids are allowed. The tenderer may modify its tender after it is submitted provided this is prior to the Tender Submission Deadline and that the tenderer gives written notice to HMRC that a new tender has been submitted.

As a tenderer, it is your responsibility to ensure that your tender documents are complete and accurate prior to submission. Incomplete, inaccurate and/or misleading information or answers are likely to score poorly or render the tender non-compliant and may result in HMRC rejecting the tender.

If any information that you supply to HMRC becomes inaccurate or significantly changes at any time during the procurement exercise, you must notify HMRC immediately together with a full explanation of, and reasons for, the changes. This could result in HMRC rejecting the tender, for example if the tender no longer meets the minimum standards.

When submitting your tender, you must:

not provide an answer to a particular question by way of cross reference to the response for another question. HMRC will not attempt to find information within other parts of the tender submission. If no answer is provided to a question, an auto-generated zero score will be applied

submit your tender responses and documents in English. Tenders submitted in other languages will not be accepted. Proposed costs or prices must be in GB Pounds/Sterling and currency fluctuations will be at the tenderer's risk; and

keep to the word limits stated. Any information provided in excess of any page or word limit, or any files provided in excess of any specified file size limit, will not be considered by the evaluators. Unless stated otherwise, any images or embedded files will be considered as part of word or page limits. Attachments must only be submitted where a question specifically requests or permits their use and only where the tenderer has indicated in the question text field that an attachment has been submitted.

Tender submissions (including but not limited to the costs submitted) must remain open for acceptance without change for a minimum of 90 days from the Tender Submission Deadline.

By submitting a tender, the tenderer ("you") agrees to be bound by the terms of this ITT and the published Draft Contract terms without further negotiation or amendment.

Data Protection Compliance

HMRC reserves the right to reject a tenderer's entire tender submission that proposes the transfer of personal data outside of the UK should this be necessary for information security and/or UK GDPR compliance purposes, to be determined by HMRC at its discretion.

HMRC also reserve the right to request additional information in order to complete the relevant data transfer risk assessments and associated International Data Transfer Agreement (IDTA).

Contract award

HMRC may award the contract(s) to the successful supplier(s) that it identifies pursuant to the section titled "Tender Evaluation Methodology" below.

Once HMRC has reached a decision in respect of a contract award, it will notify all tenderers of the outcome of their submission and provide for a standstill period in accordance with PA 2023 before entering into any contract(s).

Contract award will also be subject to HMRC's formal approval process and the successful completion of any relevant due diligence checks. If the relevant documentary evidence is not provided by the successful supplier upon request and without delay, HMRC reserves the right to amend the contract award decision and award to the next compliant tenderer.

In addition, where HMRC considers it appropriate on the basis of a financial assessment, award of contract will be conditional on the successful tenderer securing a deed of guarantee in favour of HMRC from the ultimate holding company of the tenderer (or appropriate alternative guarantor in exceptional circumstances e.g. where the proposed guarantor is a charity whose constitution prevents them from performing this role).

If the tenderer is a consortium, HMRC may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by HMRC as being necessary for the satisfactory performance of the contract.

CONFIDENTIALITY

Tenderers must keep their invitation to bid, intention to submit, and the content of, any tender confidential from any third party (other than professional advisers who need to be consulted), in order to maintain the competitive element of this procurement process.

All information supplied by HMRC to tenderers, whether in writing or orally, is supplied on condition that it be kept confidential by the tenderer. Unless the information is already in the public domain, it must not be copied, reproduced, distributed or passed to any other person at any time (except to professional advisors, consortium members or sub-contractors, on a confidential basis, for the sole purpose of enabling the tenderer to submit or clarify a tender or attain sureties or quotations relating to the tender).

Although it is unlikely that official secrets will be disclosed pursuant to this ITT, please also be aware of the terms of the Official Secrets Act 1989.

All information provided by a tenderer as part of this procurement exercise will be treated as "OFFICIAL" by HMRC and (except where required by law, for example under the FOIA or EIR (see paragraph 6) or public sector transparency policies (see paragraph 5.6)) will not be disclosed to a third party outside of government, other than consultants/advisers approved by HMRC, without the written permission of the tenderer.

Tenderers may be required to enter into a separate confidentiality agreement with HMRC in order to participate in this procurement exercise. If there is any difference between the provisions of that signed agreement and the terms in this paragraph 5, the provisions of that signed agreement will take precedence.

HMRC is also subject to various public sector transparency policies and legal requirements, including, but not limited to:

The publishing of KPI/contract performance data in line with PA 2023 Section 71.

The publishing of contract award notices and contract details notices on "Find a Tender" (<https://www.gov.uk/find-tender>) which identify the contract value and successful supplier, and the publishing of the awarded contract documents (subject to any redactions made by HMRC).

By submitting a bid, tenderers are confirming their agreement to HMRC publishing any information required to meet HMRC's public sector transparency obligations and legal requirements, including but not limited to, those outlined within PA 2023

Tenderers must read the [Government Security Classifications Policy](#) (GSCP) and follow the minimum baseline security requirements for OFFICIAL, OFFICIAL information marked OFFICIAL-SENSITIVE, SECRET or TOP SECRET outlined in the GSCP and within the security requirements set out by HMRC. Tenderers will handle and protect HMRC classified information entrusted to them, or produced by them under contract, in accordance with the GSCP. Unless HMRC stipulates more stringent requirements, the provisions of the GSCP are considered the baseline that all suppliers must meet.

FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION REGULATIONS

As a public body, HMRC must meet its responsibilities under the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") in respect of information that we hold (including third party information).

Consequently, information submitted to HMRC in connection with this procurement may be disclosed to a third party in response to a request for information under the FOIA or EIR.

By participating in this procurement exercise, tenderers are deemed to understand and accept that the decision to disclose information, and the application of any exemptions under the FOIA or EIR, will be at HMRC's sole discretion. HMRC will, however, act reasonably and proportionately in exercising this discretion.

As a tenderer, if you consider any of the information you have submitted to be commercially sensitive or confidential, then an explanation (in broad terms) of what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity, should be included in the response to the relevant question in the tender questionnaire. HMRC will consider this as part of any disclosure decision but the final decision as to whether information should be disclosed will be HMRC's.

Further information about the FOIA and EIR is available on the Information Commissioner's Office website www.ico.org.uk

TENDERER CONDUCT AND CONFLICTS OF INTEREST

Any attempt by tenderers or their advisors to inappropriately influence the contract award process in any way (including any of the below) or any other improper conduct by tenderers or their advisors may result in the tenderer being disqualified.

Tenderers must not canvass any members of the Board of HMRC, any employee of HMRC or anyone acting on HMRC's behalf with a view to obtaining more favourable consideration. Tenderers must also not attempt to obtain information from any of the employees, staff, advisers or agents of HMRC concerning another tenderer or tender.

Offering an inducement in relation to a public contract may constitute a criminal offence. Any tenderer found offering an inducement, fee or reward of any kind in relation to obtaining a contract with HMRC or doing anything else in breach of the Bribery Act 2010, will be disqualified from the procurement process and any tender already submitted by the tenderer will be rejected.

Tenderers must not directly or indirectly at any time:

devise or amend the content of their tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;

enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a tender;

fix or adjust the amount of their tender by or in accordance with any agreement or arrangement with any other tenderer or consortium member of a tenderer (other than a member of its own consortium or supply chain);

enter into any agreement or arrangement with any other person as to the form or content of any other tender or as to the amount of any tender to be submitted, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content or amount of any other tender;

cause or induce any person to enter such agreement as is mentioned in any of paragraph (a) to (d) above or to inform the tenderer of the amount or approximate amount of any rival tender; or

communicate to any person other than HMRC the amount or approximate amount of its proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a tender).

Such conduct by a tenderer, sub-contractor or consortium member may also constitute a criminal offence and HMRC may have other civil remedies available, in addition to the right to disqualify under this paragraph 7.

HMRC requires that all actual or potential conflicts of interest are resolved to HMRC's satisfaction prior to the award of contract. Tenderers should inform HMRC of any actual or potential conflicts of interest (and how these will be dealt with) within the tender. In the event that any actual or potential conflict of interest comes to a tenderer's attention following the submission of its tender, the tenderer must notify HMRC immediately.

Tenderers must notify HMRC if they have or have had access to information which creates or may create a conflict of interest. HMRC may request tenderers to complete an Ethical Wall Agreement (EWA) where necessary to help address potential conflicts of interest.

If HMRC identifies a conflict of interest that could place the tenderer at an unfair advantage or disadvantage, HMRC may require the tenderer to take reasonable steps to mitigate this. Should the tenderer fail to take the necessary mitigating steps, or if the unfair advantage cannot be avoided, HMRC reserves the right to exclude the tenderer from the process

WARNINGS AND DISCLAIMERS

HMRC provides no commitment or guarantee that it will award or enter into a contract as a result of this procurement exercise. HMRC reserves the right to cancel, suspend, and/or amend the requirements of this procurement process at any point. Nothing in this ITT or in any other communication made between HMRC and a tenderer constitutes a representation or agreement that a contract will be offered.

HMRC will not be liable for any costs, expenditure, expenses, work or effort incurred by any tenderer in preparing for, proceeding with or participating in this procurement exercise, including if the procurement exercise is terminated, suspended or amended by HMRC. This applies regardless of whether the tenderer's tender is successful and regardless of whether HMRC makes any modifications or amendments to the Services Description or other requirements in the course of the procurement exercise.

If a tenderer proposes to enter into a contract with HMRC, it must rely on its own enquiries and on the terms and conditions set out in the contract (as and when finally executed). HMRC has prepared the information in this ITT in good faith, however, HMRC and its advisors do not accept any liability for (and do not give any express or implied warranty as to) the accuracy, adequacy or completeness of that information or any subsequent communication and they shall not be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or communication.

TUPE REQUIREMENTS

- 1.1 HMRC anticipates that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) will not apply to this contract. However, HMRC does not give any warranty in respect of TUPE and tenderers should rely on their own assessment of the likelihood that TUPE might apply.

SOCIAL VALUE

HMRC is committed to supporting key social outcomes as part of its commercial activity. To help achieve this goal, procurement exercises conducted by HMRC incorporate the requirements outlined under the Government's Social Value Model (SVM), where in scope of Procurement Policy Note (PPN) 06/20.

This competitive procurement exercise incorporates the requirements of PPN 06/20.

KEY PERFORMANCE INDICATORS (“KPIs”)

PA 2023 Section 52 requires a minimum of three KPIs to be set for contracts with an estimated value greater than £5 million. These KPIs and contract performance information must be published by HMRC in line with PA 2023 Section 71. HMRC also reserves the right to set contractual KPIs and publish contract performance information for contracts that fall outside the requirements of Sections 52 and 71.

The initial KPIs that will apply to the contract will be agreed between HMRC and the provisionally successful supplier, prior to contract signature. HMRC reserve the right to agree additional/replacement KPIs with the successful supplier over the duration of the contract, in accordance with the contract terms.

TENDER EVALUATION METHODOLOGY

This paragraph 12 outlines tenders will be scored and evaluated. Any contract(s) awarded as a result of this procurement will be awarded on the basis of the offer that is the most advantageous tender (MAT) to HMRC.

The tender questions are within the Award Questionnaire. Schedule 1 of this document provide detailed evaluation criteria for the questions included in these questionnaires. Tenderers are advised to review all evaluation criteria, questions and supporting documents carefully.

Tenders will be checked for compliance with the submission requirements set out in this ITT and the supporting documents provided by HMRC as part of this procurement exercise. If HMRC considers a tender is non-compliant, HMRC may reject the tender.

Unless stated otherwise within the individual questions, tenderers must provide a response to every question included within the Award questionnaires. HMRC reserve the right to reject the tenderer's tender if it contains any of the following:

- (a) Unanswered questions and/or incomplete question responses; or
- (b) Erroneous and/or inaccurate information.

HMRC reserves the right to conduct further due diligence checks to determine the accuracy of the information provided by tenderers as part of their tender response. This may include, but is not limited to, checks of wider data sources (e.g. tax compliance checks) and requesting further evidence from bidders. HMRC reserves the right to fail your tender submission should you fail to provide further evidence in any timescales stipulated and/or further due diligence checks identify non-compliance with the requirements outlined in the tender documents.

Award Questionnaire

- (c) HMRC will evaluate the tenderers' response to the Award Questionnaire in

order to identify the Most Advantageous Tender (MAT), applying the evaluation criteria, scoring matrix, weightings and methodology detailed in this document.

(d) The Award Questionnaire will be scored out of 100, split across qualitative and cost elements as follows:

- Quality: 60%
- Social Value 10%
- Cost: 30%

Each question must be answered in its own right. You must not answer any of the questions by cross referencing other questions or other materials, for example reports or information located on your website.

(e) **Quality Assessment**

(i) Responses to individual quality questions (other than pass/fail questions) will be scored in the range of 0-100 using the scoring matrix detailed in Table 1 below. This matrix will be used by the evaluation panel to score individual questions, based on how well the response covers the evaluation criteria provided in the individual question and/or evaluation criteria table in Schedule 1.

Table 1: Scoring Matrix For the Quality Criteria

Score	Question Criteria
100	The response is relevant, comprehensive, unambiguous and of excellent quality. Detailed evidence submitted demonstrates that all requirements, within the specification and tender questions, are completely understood and provide a very high confidence of delivery. Additional pertinent benefits have been identified that provides value for money.
80	The response is relevant and of a good quality and standard. Detailed evidence submitted which demonstrates that all requirements, within the specification and tender questions, are completely understood and provides a high confidence of delivery.
70	The response is relevant and of a good quality. It contains detailed evidence regarding the majority of requirements, within the specification and tender questions, with high level evidence provided for the remainder. The response demonstrates that all requirements are understood and provides a good confidence of delivery.
60	The response is of satisfactory quality and relevant. It contains high level evidence that the majority of the requirements, within the specification and tender questions, are understood but there are several small omissions within the evidence provided. Response provides a good confidence of delivery.
40	The response does not contain a satisfactory quality of evidence. The evidence does not demonstrate that the requirements within the specification and tender questions are understood, as there are material weaknesses and/or omissions. The evidence provides little confidence of delivery
20	The response is of poor quality and contains significant weaknesses and/or omissions. The evidence does not demonstrate an understanding of the requirements, within the specification and tender questions, and provides no confidence of delivery.
0	The response is not considered relevant. The response is unconvincing,

	flawed or otherwise unacceptable. The response fails to demonstrate an understanding of the requirements.
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- (ii) To help ensure the integrity of the evaluation process, HMRC will use a panel of evaluators who will score the same question independently. Where a difference in scores between evaluators is identified, a moderation exercise will take place to discuss the basis on which the scores have been awarded. The evaluators' scores will be moderated to produce a single consensus score agreed on by all evaluators for each question.
- (iii) Where the discussion between relevant panel members and the moderator is unable to yield a consensus score, the evaluators and moderator will re-convene at least 24 hours' later to undertake the process again in a re-moderation session.
- (iv) Only in the event that the re-moderation session discussion between relevant panel members and the moderator is unable to yield a consensus score, the moderator may take an average of the evaluators' individual scores.
- (v) The relevant question weighting will then be applied to the moderated score to produce a final score for that question. For example, if the question had a weighed score of 10 and the response scored 50/100, the bidder would receive a weighted score of 5.
- (vi) The evaluators are not permitted to assign partial scores against any of the questions (for example giving a score of 60). However, any partial scores resulting from the weighting or moderation process will be rounded to two decimal places.
- (vii) The Award Questionnaire may include pass/fail questions. If a tenderer attains a fail (in line with the detailed evaluation criteria in Schedule 1) in response to any of the award questionnaire questions, the tender will be rejected.
- (viii) Some questions may have a minimum score that must be achieved for a tender to be compliant. This will be expressly stated in the evaluation criteria and any tender that does not achieve the minimum score for any question will be rejected.
- (ix) The weighted scores achieved for each quality question will be added together, to give a total quality score out of 100.
- (x) HMRC will reject the tenderer's entire tender submission where the tenderer's total quality score is below 60 unless the tenderer's total quality score is the highest or second highest total quality score out of all tenders.

(f) **Cost Submission**

- (i) Tenderers must complete the cost submission question/document in full. HMRC reserve the right to reject a tenderer's entire tender submission where the cost submission question/document is not fully completed, or contains erroneous information.
- (ii) The lowest cost received (excluding any cost deemed abnormally low and rejected under paragraph (iii) below) will score maximum marks in this section and will be used as the benchmark for other bids to be compared against. The following formula will be used to calculate the cost score for each bidder:

**(Lowest Cost Submitted / Bidder Cost Submission) X Cost Weighting
% = Bidder Score For Cost Section**

- (iii) HMRC may challenge any tender that it deems to appear abnormally

low and reserves the right to reject such tenders in line with Section 19 of PA 2023.

- (iv) Prices should be submitted excluding Value Added Tax (VAT)
- (g) Following the evaluation process, each tenderer's total quality and cost scores will be combined, giving the bidder a total score out of 100%. The successful supplier will be the tenderer who achieves the highest score (subject to the tenderer meeting all minimum requirements, not being eliminated for any other reason and passing any due diligence checks).

CLARIFICATION QUESTIONS

Question Number	Version	Question	Answer	Ariba Message Ref
1	V1	Section 4 of the Specification states that the maximum contract value is £14,000,000 (excluding VAT) whereas part 2.6 of the Tender Instructions states that the estimated total value is £24m (excluding VAT). We assume the latter is correct but please can HMRC confirm?	The maximum contract value is £14,000,000 as stated in Section 4.	MSG332165069
2	V1	The Social Value question requires bidders to describe their approaches to increasing supply chain resilience and capacity. Please can HMRC confirm what is meant by 'supply chain' in this context? I.e. Does it refer to bidders' supply chains or HMRC's supply chain? If this relates to a bidders supply chain, how should a bidder respond when they do not intend to use a supply chain. Alternatively, if it relates to HMRC's supply chain, what does this supply chain look like?	Bidders supply chain. The bidder should refer to the supply they use as an organisation and how they support it's wider resilience and capacity.	MSG332165070
3	V2	Presentation: Who will be on the panel for the presentation?	HMRC representatives will be suitably qualified and experienced to make an informed assessment	MSG332148203
4	V2	Discovery Question (Q1): Could you update the Ariba portal setting for question 4.1 'Discovery: Proposal to deliver initial SoW' so we can add attachments to our answer? A discovery plan would be clearer with the use of tables and diagrams.	Yes attachments limited to 5 sides of A4	MSG332148203
5	V2	Scoring Matrix for Q2 : Please provide more clarity on the distinction between the size and suitability of the team across	Majority - 75% of the team	MSG332148203

		scorig 100 and 80 - what would 'majority' look like?		
6	V2	Q's4-7 Case Study: What was the thought process behind choosing the case study?	This case study was chosen as the service is our most paper based system so is most demonstrative of the problems HMRC look to overcome. Chosen as it touches multiple different areas across HMRC and demonstrates challenges we face across HMRC more generally.	MSG332148203
7	V2	Scoring Matrix for Q2 : The wording of Q2 states that 'We will work with the successful Supplier to ensure we have the right level of seniority and experience to deliver the work'. Scoring matrix for Question 2 states that top marks will be awarded for a team that is of 'sufficient size and breadth and has suitable quality work experience'. How will this aspect of the marking be applied given the intended involvement from HMRC in determining the team?	We request bidders specify the team but it is subject to HMRC approval that suitably a qualified calibre and size of team is initially proposed	MSG332148203
8	V2	Incentivisation: What is your interpretation of 'evidence'? Are we required to submit all evidence within the wordcount or are we allowed to submit additional supporting evidence?	Within the word document	MSG332148203
9	V2	Technical Award Criteria - Questions, Weighting and Word Count: For questions 4-7, what will be involved in the 'provisional evaluation' of the responses to these questions?	Reading and scoring of the draft presentation	MSG332148203
10	V2	Presentation: Could you please confirm the	The presentation will be held on	MSG332148203

		format, location and expected timing and agenda for the pitch?	microsoft teams, the agenda will be driven by you answering the questions 4-7. One hour is scheduled including 40 minutes for bidders to present and 20 minutes for questions	
11	V2	Technical Award Criteria - Questions, Weighting and Word Count: Q2 - Word Count - can you please confirm what the 750 word limit applies to within this question - is it the Organisation Chart and Delivery Assurance process description together?	Yes total word limit	MSG332148203
12	V2	Technical Award Criteria - Questions, Weighting and Word Count: Q2 - CVs - we are assuming CVs should be provided in a single attachment. Could you please confirm if that is not the format you require?	That is correct	MSG332148203
13	V2	Presentation: Will you be releasing expected slots for presentations and if so when will these be shared?	Yes, they will arrive within the next week	MSG332148203
14	V2	Cost: Section 6 'Cost' has options to enter a figure and attachment for both '6.1 Weighted Rate Card' and '6.2 Discovery SOW'. Should we enter the same figure for 6.1 and 6.2 taken from cell E13 of the 'Weighted Rate Card Evaluation' of the 'Digital Delivery Partner Cost Model' attachment? Should we attach the same completed 'Digital Delivery Partner Cost Model' file to both our answers to 6.1 and 6.2?	For '6.1 enter enter cell E13 of the 'Weighted Rate Card Evaluation' for 6.2 cell E11 of the 'Discovery'. Should we attach the same completed 'Digital Delivery Partner Cost Model' file to both our answers to 6.1 and 6.2? Yes	MSG332148203
15	V2	Technical Award Criteria - Questions, Weighting and Word Count: Q3 - Incentivisation - what basis are you expecting bidders to use when	It is for a percentage of the value for the individual SOW that an activity relates to	MSG332148203

		calculating the percentage value?		
16	V2	Core Team' meaning Q2: What does the 'core team' mean? Is the 'core team' for the duration of the programme and if so what should be included? Alternatively, is the 'core team' only relate to the intial discovery SoW (as outlined within Q1)?	For the duration of the contract. We want to ensure we maintain the same team throughout where possible	MSG332148203
17	V2	Cost Q8/9: How does the investment of resource component of the rate card feed into the commercial scoring?	It doesn't	MSG332148203
18	V2	Presentation Q4-7: Do words within diagrams/tables contribute to the 2000 word count limit?	Yes	MSG332148203
19	V2	Presentation Word Count: What is included within the presentation word count? i.e. Titles, words in diagrams, page numbers	Everything	MSG332148247
20	V2	Presentation: What are their names, organisations and roles of the seven Evaluators we are presenting to?	HMRC represenatives will be suitably qualified and experienced to make an informed assessment	MSG332148247
21	V2	Presentation: Can four different Bidder presenters answer each one of the four questions, or should the same four Bidder presenters present to each question?	You can choose how and who answers questions.	MSG332148247
22	V2	The Social Value question requires bidders to complete the Social Value Cabinet Office Metrics Template. Elsewhere within the specification we note that HMRC will contract with bidders on an initial SoW first for the Discovery phase. Are bidders required to provide targets based on the initial SoW only	For the full lifetime of the contract	MSG332165584

		or should these targets reflect the full lifetime of the contract?		
23	V2	Schedule 1 of the instructions describes an incentivised risk/reward payment model and that payment of values will become realised upon completion of the benefit. How does HMRC see the incentivisation payment model working with the commissioning of subsequent SoWs beyond the initial discovery as each of those will provide their own SMART objectives (3.9) and payment milestones (3.11)?	It is for a percentage of the value for the individual SOW that an activity relates to	MSG332165585
24	V2	Because the award of the contract does not guarantee a minimum amount of work during the contract period (part 3.11 of the Specification) and actual spend will be dependent on the value of the cumulative SoWs (part 4 of the specification) what is the percentage for that bidders are asked to provide in the incentivisation template? For example, is it percentage of the value for the individual SOW that the activity relates to, the percentage of cumulative SOWs up to the relevant activity date, or a percentage of the overall contract spend?	It is for a percentage of the value for the individual SOW that an activity relates to	MSG332165586
25	V2	Please can you provide some more information on how incentivisation will be scored for the purposes of the evaluation. Table 3 of the scoring matrix for incentivisation states:	That is correct it is being assessed based on the quality of the idea	MSG332165587

		The response is relevant, comprehensive, unambiguous and of excellent quality. It is clear that the ideas of the supplier are fully thought through, need no development and work well for HMRC. This grading criteria implies that the response will be assessed on the quality of the proposed activities rather than the percentage bidders assign at risk to each activity. Please can you confirm this is the case?		
26	V2	Schedule 1 of the instructions asks bidders to complete the incentivisation template for 5% of the weighting but elsewhere in the Key Performance Indicators it states that these are to be proposed and agreed with the successful supplier within 2 weeks of contract commencement. Please can HMRC confirm if the template is to be completed and submitted now or is provided for information only and to be completed within 2 weeks of contract commencement?	Submit the template now for discussion within mobilisation	MSG332165588
27	V2	Question 4.1 asks for an outline discovery plan showing activities and milestones. Are we able to provide an attachment/plan-on-a-page for this question? There isn't an option to include an attachment for this question.	Yes attachments limited to 5 sides of A4	MSG332055343
28	V2	Question 4.3 Incentivisation asks us to complete the template, but there is no option to upload attachments for this question.	This will be rectified and an option to upload an attachment provided	MSG332055343

29	V2	Regarding the following instruction: Attachment max 20 slides to cover questions 4-7. Could you please confirm that this is 20 slides per question?	This is 20 slides in total - for all 4 questions.	MSG332055343
30	V2	Could you also please confirm how many suppliers have been shortlisted to award stage?	Bidders are shortlisted in line with the parameters we put out in the ITT	MSG332055343
31	V3	For absolute clarity, for the presentation questions, can you please confirm that the 2000 word limit is for all questions, and not per question (e.g. 8000 words total)?	The limit is 2000 words per question. (29/07 EDIT - Apologies for the confusion, the response to 31 should have said 'for all questions' in line with other responses to Q18, Q47 and Q55. The presentation, in its totality covering Q4 - 7, must be a maximum of 2000 words.)	MSG332055547
32	V3	Is the scope for Q1 a review of the whole of HMRC, or are there particular areas that are a priority?	It is a review for the whole of HMRC and how all the independencies work together.	MSG332055543
33	V3	For Q2, are we correct to assume that CVs are not included in the 750 word limit?	That is correct.	MSG332055543
34	V3	Does HMRC have their current change processes mapped?	We have high level change processes that are under review. We would be looking for suppliers to suggest processes based on their related experience with large organisations in similar scale and size.	MSG332055543
35	V3	Do we need to complete the Accessibility Evidence Questionnaire as part of our tender submission?	If your proposed service offering includes the use of any product(s) or service(s) that will be provided	MSG332055543

			through a web browser, desktop application or mobile application and will be used by HMRC service users (e.g., HMRC staff or customers) as part of any contract resulting from this procurement exercise. , this questionnaire will need to be answered. Where your proposed service does not include these elements, please upload a response stating that this is not applicable and confirm where and why this does not apply.	
36	V3	Is there an expected maximum number of individuals for whom CVs should be submitted to form the initial core team, or is the intention to allow suppliers full flexibility in proposing the team size that is suitable and sufficient? Should the core team reflect the roles/seniority levels included in the rate card?	The intention is to allow suppliers the flexibility in proposing team size that is suitable and sufficient. We do not expect suppliers to be using non highly experienced staff as the nature of the work is more strategic and, in a partnership capacity. Yes, the core team should reflect the roles/seniority included in the rate card	MSG332055543
37	V3	Regarding the incentivisation question, will the examples we give at this stage be taken forward and form part of the contract?	That is the intention. Ideas may need to be worked through but that is reflected in the evaluation.	MSG332055543
38	V3	Presentation: What are the timings around presentation duration, including time for questions?	1 hour maximum for the full presentation with 40 mintes for the bidder to run through	MSG332057900

			responses to Q4-7 and 20 minutes for the buyer to ask questions.	
39	V3	Question 2 - word count: Question 2 states '1 side of A4 for each team member, detailing the past 2-3 years' work and experience'. It is mentioned 'A4 page' limits and then a '750 limit' - does this mean 750 per page or for the whole question?	CVs are not included in the word count.	MSG332057900
40	V3	<p>The tender document states "Bidders will be permitted to present and/or demo for up to 40 minutes per question + up to 20 minutes for any evaluator clarification questions (if applicable)."</p> <p>For complete clarity, are we being asked to present for 40 minutes (+ 20 minutes for clarifications) for each of questions 4-7? So, a total of 160 minutes presenting + 80 minutes of clarifications?</p> <p>Or, 40 minutes to answer all questions 4-7, and 20 minutes for clarifications for all questions? A total of 1 hour for presentations and questions.</p>	1 hour maximum for the full presentation with 40 mintes for the bidder to run through responses to Q4-7 and 20 minutes for the buyer to ask questions.	MSG332055484
41	V3	<p>Given that the tender period coincides with the holiday season, we would be grateful if you would please consider extending the submission deadline, to allow all interested parties sufficient time to prepare submissions.</p> <p>Thank you in advance for your consideration of this request.</p>	Extensions are not possible.	MSG332055465
42	V3	Question 2 - terminology: Q2 - What do you mean by "sufficient size and breadth" for the team?	A sensible sized team proposed recognising that HMRC want to increase their	MSG333365062

			own capability. Senior support to do this but with support from junior staff.	
43	V3	In the Tender Instructions document (paragraph 13) it says that Submission Questions 1-4 will be subject of the Bidder Verification Presentations; however later in the document it implies that the four questions to be subject of this will be 4-7 (i.e. the four questions for which bidders will submit a presentation). For avoidance of doubt, please could the Authority re-confirm which four questions are to be presented on?	The bidder is expected to submit a draft presentation on the 4th of August at 10am of what they will present on during that same week. These slide packs will be read prior to the presentation. The 4 questions relate to those in 3.0 Technical Award Criteria - 3.4, 3.5, 3.6, 3.7	MSG333365115
44	V4	Could you please confirm that £14m is the maximum budget for the entire duration of the contract (including any extensions)?	The amount is excluding extensions	MSG332055898
45	V4	Is part C of the Social Value Model Bidder Response Template for information only, or will it be evaluated?	This is for information only in this tender although the template Part C must be completed.	MSG332055898
46	V4	Regarding the Social Value Cabinet Office Metrics Template - We appreciate that HMRC is required to report on these specific metrics. However, for the MAC you have chosen, not all of these metrics are relevant. For example, activities that demonstrate understanding of scalable and future-proofed new methods doesn't link to contracts awarded to VCSEs/SMEs, etc. Therefore, can we please amend/add to the reporting metrics in the Social Value Cabinet Office Metrics Template?	Where a metric is not applicable to the delivery, we ask you state N/A.	MSG332055898

47	V4	<p>Regarding questions 4-7 - We'd appreciate clarification on the 2000-word limit. Standard presentation slides typically contain 50-100 words per slide, so 2000 words would be unusually text-heavy for this format. Should we prioritise visual presentation elements with concise text, or provide more detailed written content, in line with the word count? To ensure all bidders are evaluated fairly (during the provisional evaluation), we'd like to confirm the expected level of detail and format for these slides.</p>	<p>2000 words is the maximum but it is not necessary for 2000 to be used.</p>	MSG332055898
48	V4	<p>Can you confirm the weightings for each element of the social value response (parts A, B and C)?</p>	<p>The submission is marked with 1 score taking in to account the entire response. Part C is for information only in this tender given some metrics may not be applicable, although this Part C template still must be completed.</p>	MSG333816970
49	V4	<p>As an SME with a limited direct supply chain, our intrinsic business model differs from that of larger suppliers in terms of direct, multi-tiered supply chain - making it very difficult for us to answer the social value question. Could we provide commitments/initiatives to improve resilience and productivity within HMRC, or the wider industry?</p>	<p>The focus of the question is based on the Model Award Criteria 'MAC 3.3: Support the development of scalable and future-proofed new methods to modernise delivery and increase productivity.' The subcriteria also provides additional context around what the question is looking for. The response should focus on what you are able to do to meet this</p>	MSG333816970

			criteria through delivery of the awarded contract. Your response can focus on HMRC or the wider industry based on what you deem most applicable to the criteria.	
50	V4	For the initial Discovery, you have included six roles in the pricing schedule. Can we amend this team shape, or is the expectation that these will be the only six roles that form the Discovery team?	For the purposes of evaluation this structure and roles must be maintained.	MSG334981929
51	V4	For absolute clarity, is the core team we are required to provide for Q.2 the roles you've identified in the rate card? Can we include more people in the core team?	Yes more people can be included in the team but people have to be aligned to a role title and level.	MSG334981929
52	V4	Incentivisation - Q3: In the incentivisation table where it asks for "Percentage incentivisation", what does this relate to (i.e. % of total contract value)? We won't know total value of the contract until we've drawn up the SOWs for the work.	It relates to the % of the SoW where the idea will apply	MSG334915961
53	V4	Incentivisation - Q3: Is the 500 words just for the incentivisation? Can we include any attachments that explain the incentivisation metrics and the assumptions behind them? If so what is the limit to attachments?	Yes 500 words for the incentivisation question. Attachments are not allowed.	MSG334915963
54	V4	Incentivisation - Q3: Are there any metrics associated with the 3 areas that you are wanting to measure? Do you have indicative metrics about pace of change that you want to measure?	This is a new contract for HMRC so we welcome ideas. No current measures are in place.	MSG334915963
55	V5	We understand the CQ window has closed but	The word limit is 2000 for all 4	MSG334911170

		<p>there is some ambiguity from the latest CQ log in the word limits for Q4-7. CQ response 31 implies that the word limit for bidders responses to Q4-7 is 2,000 words per questions (so 8,000 words total) whereas CQ response 47 implies that the maximum word limit for Q4-7 is 2,000 words. For avoidance of doubt, please can you confirm if the word limit for the presentation element (Q4-7) is 2,000 words per question (so 8,000 words total for our responses to Q4-7) or 2,000 words total for all questions Q4-Q7?</p>	questions Q4-7	
56	V5	<p>We appreciate the clarification deadline has passed, but would be grateful if you could please respond to the following question (given it relates to tender compliance):</p> <p>For 4.1 Discovery: is the additional attachment we are allowed to provide for this question - i.e. the diagram/plan on a page showing activities/milestones - included in the 1500 word count?</p>	Yes that is included in the word count	MSG334982294
57	V5	<p>There is currently no section on the Ariba event page to upload an attachment for questions: 3.8 - Accessibility Questionnaire, 3.10 - Security Questionnaire, 4.3 - the Incentivisation template, and the proposal and plan for 4.1 - Discovery: Proposal to deliver initial SoW. Please can you amend Ariba so bidders can upload attachments for these questions?</p>	Yes functionality will be enabled	MSG334812363
58	V6	We appreciate the clarification deadline	Please attach as a presentation	MSG336195935

		<p>has passed, but would be grateful if you could please respond to the following question (given it relates to tender compliance):</p> <p>Can we attach our presentation slides as a PDF?</p>	<p>slide deck as this will need to be presented on the screen at the meeting slot.</p>	
59	V6	<p>Currently the portal submission does not allow for attachments to be added to 4.1 Discovery and 4.3 Incentivisations - the response is limited to a text box. Can you please confirm when this will be updated? Or alternatively confirm if we attach these responses to a different question (but clearly labelled), will they be accepted by the HMRC as a compliant response?</p>	<p>This functionality will be enabled</p>	MSG336195007
60	V6	<p>Related to 'question 1: Discovery' and your answers to clarifications 27 and 56. Please can you confirm that all of question 1 (text and attachments) contribute to the 1500 words?</p>	<p>Your response must be 1500 words in total which can be in a format you choose. As per the response to question 27, you are able to include an attachment (up to a maximum of 5 pages of A4) if your chosen format requires this. Although your response (including wording included in any attachments) must be a maximum of 1500 words in total.</p>	MSG336196160
61	V6	<p>Related to word count for questions 4-7 and your answers to clarifications 31 and 55. Please can you confirm that the question 31 response is correct and we are able to write a total of 8000 words (2000 per question 4-7)?</p>	<p>Apologies for the confusion, the response to 31 should have said 'for all questions'. The presentation, in its totality covering Q4 - 7, must be a</p>	MSG336196160

			maximum of 2000 words.	
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p·d

Question 1 - Outline Discovery Plan

Total word count: 1500 words (1315 written response, 185 diagram)

Public Digital is a specialist consultancy trusted by public institutions and multinational businesses (e.g. Cabinet Office, Defra, BT, Post Office, M&S) to build digital capabilities, enable new ways of working, and radically improve outcomes. Our deeply expert team will work in partnership with HMRC to deliver its ambitious transformation roadmap, moving from a predominantly programme-led change approach to end-to-end, sustainable services. This will build cross-functional capabilities and empower strategic decision-making at every level of HMRC. We will provide strategic support to leaders, use "Beacons" to test and scale new ways of working, and co-develop a dynamic operating model approach.

As the foundation for transformation, during Discovery, we will rapidly immerse ourselves in HMRC's operating context through in-depth research, stakeholder interviews, workshops, and document reviews. Orienting Discovery on HMRC's *Digital First* vision, we will work across the organisation, from engaging the Executive Committee (ExCom) to observing delivery teams on the ground. We will span HMRC's scope and scale, and drill deep into current strengths, constraints, culture, and leadership, which form key conditions for transformation.

What are Beacons?

Beacons are strategically identified, showcased delivery areas. They deliver highly visible, rapid improvements to services, platforms and functions, and provide tangible ways to test and demonstrate new ways of working. They show change is possible by finding what works, iterating, and sharing best practices with other teams.

We have developed an **outline Discovery plan** (below) summarising **key activities and milestones** to deliver a rapid current-state review, prioritised recommendations, and a clear roadmap. Our eight-week Discovery has four phases:

- 1) Orientation & kick-off
- 2) Initial research & analysis
- 3) Prioritisation & deeper investigation
- 4) Recommend & report

HMRC Discovery Plan								p-d		
	Week < 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week > 9
Mobilisation	Orientation & Kick-off	Initial research & analysis			Prioritisation & further investigation	Recommend & report		Post-Discovery		
Discovery	Sponsor aligned with approach	Interview scheduling	Develop maturity framework	Ongoing synthesis	Initial assessment	Synthetic findings & recommendations	Discovery report		Engagement to inform transition, remediation & design of impact measures	
Beacons	Sponsor aligned with approach	Selection criteria	Identify candidates		Shortlisting	Evaluation	First Beacon recommendations		Final Beacon selection & engagement with key leadership sponsors to prepare for next phase	
Leadership & Sponsors Engagement	Agree Discovery framing & communication	Sponsors kick-off	Sponsorship & governance meetings start	Hypotheses workshop with sponsors	Emerging themes from initial interviews	Mid-Discovery Show & Tell	Ministerial / HMRC Board engagement	Beacon prioritisation	Discovery findings & recommendations	ExCom engagement and end of Discovery Show & Tell
Milestones	Kick-off with sponsors completed & key check points confirmed		Beacon selection approach & criteria agreed	Initial interviews & findings		Interviews complete		Discovery report complete		

The reasoning and benefits of each phase's activities, and their value and impact is below:

Phase 1: Orientation & kick-off, Weeks 1-2

We will start with a kick-off with key sponsors, forming a 'one team' approach with HMRC and agreeing roles. Through workshops, we will co-design and define the Discovery's scope, outcomes, and initial hypotheses to test in research. We will also co-design the Beacon selection approach, and governance rhythms.

Value and impact: We will start building strong working relationships with sponsors by understanding their needs and co-designing the approach. This ensures Discovery is firmly rooted in their context and needs.

Phase 2: Initial research & analysis, Weeks 2-4

Our nine-strong multidisciplinary Discovery team of transformation, culture change, technology, product, delivery, service ownership and AI specialists will rapidly review HMRC through the lens of its bold *Digital First* ambition, understanding alignment, readiness, and current momentum. We will leverage our maturity framework, co-designed with Harvard Kennedy School and tailored to HMRC's specific context; and initially interview 50-75 individuals across HMRC to explore both institutional, cultural, and technological strengths and blockers to service ownership and iterative delivery.

Our empathetic, curious approach combines 'outside-in' perspectives (e.g. qualitative research with front-line operational teams, visiting contact centres) with 'inside-out' deep dives with ExCom, senior leaders, and priority teams. This ensures recommendations are grounded in real experience, evidence, and validated insights.

This phase will include initial engagement with ExCom to socialise the Discovery approach, incorporate feedback, and build confidence, buy-in and alignment.

Value and impact: Research and ongoing synthesis will quickly start identifying themes, areas of good practice, blockers and systemic barriers to adopting new ways of working. In parallel, we will co-develop and agree criteria for selecting Beacons, facilitating workshops to identify strong candidates for a 'test-and-learn' approach to solving cross-organisational challenges and/or introducing service ownership. Through the research, we will start building visibility, trust and credibility across HMRC, meeting each leader where they are by listening to and understanding different perspectives.

Phase 3: Prioritisation & deeper investigation, Weeks 5-6

We will continuously synthesise findings and share learning as we go. After sharing initial hypotheses and observations with sponsors, we will jointly prioritise areas for focussed investigation including further interviews. We will identify candidate Beacons across different HMRC services, functions and platforms which represent different challenges and opportunities. We will facilitate discussions and workshops to prioritise these based on agreed criteria.

Value and impact: We will deepen our understanding of identified barriers to change and opportunities to apply best practices. We will translate research into actionable options, enabling informed decision-making and ensuring emerging recommendations align with HMRC's strategic goals. Collaborative Beacon selection will build consensus around which areas provide best opportunities for value creation, early wins, momentum with engaged teams, and opportunities to build on good practice.

Phase 4: Recommend & report, Weeks 7-8

The final weeks will focus on drafting and reviewing the Discovery report. This will describe our process, insights, recommended next steps, and a 'living' roadmap (which continuously iterates as we learn more together). It will cover recommendations covering service ownership, leadership and culture, and iterative delivery, plus proposed Beacons and their sequencing. We will share, present and discuss these with stakeholders, including HMRC's ExCom, Board and Minister as appropriate.

Value and impact: We will facilitate leadership alignment around evidenced insights and a series of co-developed, experience-grounded next steps. This will include recommendations for your first Beacons, accompanying rationale, a living *Digital First* roadmap of wider transformation opportunities, and a clear direction endorsed by senior stakeholders. Collectively, this will provide focus and priorities, grounded in specific, identified and actionable opportunities to deliver early momentum and greatest value.

Mitigating, monitoring and resolving dependencies, risks and delays

We are very experienced in running equivalent large-scale Discoveries in complex environments (e.g. IRS, Home Office, Post Office, BT) delivering high-value, high-impact, tangible and actionable insights to leaders. To mitigate inherent risks of misalignment or "tissue rejection", we adopt an agile, iterative, and collaborative 'one-team' approach. By working openly, empathetically engaging with leaders, showcasing progress, and sharing learnings continuously, we ensure 'no surprises' for stakeholders, surfacing emerging hypotheses and barriers early to discuss together.

The primary risk we foresee is too much important activity being compressed into a two-month Discovery period. To ensure we start well and set the right tone for our partnership, it is important we have:

- Alignment on how we communicate the work, purpose and mandate. Without this clarity, there is a risk HMRC colleagues will disengage from or resist transformation efforts.
- Alignment and agreement on Discovery goals, outputs and objectives. Without this, there is a risk Discovery misses the mark by being too broad or too narrow.
- Early clarity on recommended interviewees, and appropriately sequenced and protected diary time. Without this, Discovery becomes less experience-grounded and risks failing to identify key transformation blockers, beacon candidates, or existing best practice.

- Lined-up key decision-making moments to maintain momentum. Without this, we will struggle to achieve alignment at critical points in the two-month window.

To mitigate these risks, we strongly recommend agreeing a sufficient mobilisation period (minimum two-weeks) pre-Discovery. This will provide a crucial window to synthesise requirements, our proposal and your operating context, ensuring Discovery is appropriately planned and focussed. Key activities should include:

- Building a sense of common endeavour and partnership with the HMRC core team and sponsors, including agreeing ways of working.
- Co-developing initial communications and framing which is shared and tested early to reinforce purpose and value, as a foundation to the overall transformation narrative.
- Agreeing our Discovery plan and formalising this through clear deliverables within SOW1.
- Agreeing an initial participant list and securing diary time.
- Compiling documents for review.

We also recommend Discovery is followed by a dedicated period of engagement and decision-making with ExCom and other senior leaders to enable:

- Buy-in and sustained momentum.
- ExCom alignment on recommendations and key decisions, including Beacon selection.
- Seamless transition to delivery, setting up Beacon leads and teams for success.

Evidence: we've delivered Discoveries for many organisations similar in size/scope to HMRC. For example, our proposed approach embeds best practice used to deliver a comprehensive three-month discovery and maturity review for the U.S. Internal Revenue Service in 2024. During this, we found having sufficient time with senior stakeholders was essential to agreeing Beacons, transitioning to delivery, and uniting the Executive behind recommendations.

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 that 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 be deemed 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:

XXXX REDACTED

To be completed prior to award

Schedule 6 (Intellectual Property Rights)

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Part A: Intellectual Property Rights (no ICT Services)

Option 1

1. General Provisions and Ownership of IPR

- 1.1 Any New IPR created under this Contract 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 Intellectual Property Rights that is inconsistent with Paragraphs 1.1 and 1.2, it must assign in writing the Intellectual Property Rights 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 this Contract or otherwise agreed in writing.
- 1.5 Except as expressly granted elsewhere under this Contract, 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 Contract 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 Intellectual Property Rights 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 this Contract does not of itself terminate the licences granted to the Buyer under Paragraphs 2 and 4;
 - 1.8.2 the award of this Contract 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 this Contract; and
 - 3.1.4 terminates at the end of the Contract 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 Approval is granted by the Buyer; 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 thirty (30) Working Days of written request from the Buyer (**Buyer Open Licence Request**).
- 5.5 The Supplier may within fifteen (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]

ANNEX 1: NEW IPR AND SPECIALLY WRITTEN SOFTWARE

Name of New IPR	Details

Name of Specially Written Software	Details

ANNEX 2: FORM OF CONFIDENTIALITY UNDERTAKING

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on [date] 20

BETWEEN:

- (1) [insert name] of [insert address] (the “**Sub-licensee**”); and
- (2) [insert name] of [insert address] (the “**Supplier**” and together with the Supplier, the “**Parties**”).

WHEREAS:

- (A) [insert name of Buyer] (the “**Buyer**”) and the Supplier are party to a contract dated [insert date] (the “**Contract**”) for the provision by the Supplier of [insert brief description of services] to the Buyer.
- (B) The Buyer wishes to grant a sub-licence to the Sub-licensee in respect of certain software and intellectual property rights licensed to the Buyer pursuant to this Contract (the “**Sub-licence**”).
- (C) It is a requirement of this Contract that, before the Buyer grants such sub-licence to the Sub-licensee, the Sub-licensee execute a confidentiality agreement in favour of the Supplier in or substantially in the form of this Agreement to protect the Confidential Information of the Buyer.

IT IS AGREED as follows:

1 Interpretation

- 1.1 In this Agreement, unless the context otherwise requires:

“**Confidential Information**” means:

- (a) Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Buyer to the Sub-licensee pursuant to or in connection with the Sub-licence that relates to:
 - (i) the Supplier; or
 - (ii) the operations, business, affairs, developments, intellectual property

rights, trade secrets, know-how and/or personnel of the Supplier;

- (b) the source code and the object code of the software sub-licensed to the Sub-licensee pursuant to the Sub-licence together with build information, relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation supplied by the Supplier to the Buyer pursuant to or in connection with the Sub-licence;
- (c) other Information provided by the Buyer pursuant to this Agreement to the Sub-licensee that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Sub-licensee's attention or into the Sub-licensee's possession in connection with the Sub-licence; and
- (d) Information derived from any of the above,

but not including any Information that:

- (e) was in the possession of the Sub-licensee without obligation of confidentiality prior to its disclosure by the Buyer;
- (f) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or
- (g) was independently developed without access to the Information;

“Information”

means all information of whatever nature, however conveyed and in whatever form,

including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and

“Sub-licence” has the meaning given to that expression in recital (B) to this Agreement.

1.2 In this Agreement:

- 1.2.1 a reference to any gender includes a reference to other genders;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;
- 1.2.4 references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;
- 1.2.5 headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
- 1.2.6 references to Clauses are to clauses of this Agreement.

2 Confidentiality Obligations

2.1 In consideration of the Buyer entering into the Sub-licence, the Sub-licensee shall:

- 2.1.1 treat all Confidential Information as secret and confidential;
- 2.1.2 have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);
- 2.1.3 not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or except as expressly set out in this Agreement;
- 2.1.4 not transfer any of the Confidential Information outside the United Kingdom;

- 2.1.5 not use or exploit any of the Confidential Information for any purpose whatsoever other than as permitted under the Sub-licence;
- 2.1.6 immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and
- 2.1.7 upon the expiry or termination of the Sub-licence:
 - (a) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;
 - (b) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Sub-licensee) from any computer, word processor, voicemail system or any other device; and
 - (c) make no further use of any Confidential Information.

3 Permitted Disclosures

- 3.1 The Sub-licensee may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:
 - 3.1.1 reasonably need to receive the Confidential Information in connection with the Sub-licence; and
 - 3.1.2 have been informed by the Sub-licensee of the confidential nature of the Confidential Information; and
 - 3.1.3 have agreed to terms similar to those in this Agreement.
- 3.2 The Sub-licensee shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Sub-licensee.
- 3.3 Before making a disclosure pursuant to Clause 3.2, the Sub-licensee shall, if the circumstances permit:
 - 3.3.1 notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and
 - 3.3.2 ask the court or other public body to treat the Confidential Information as confidential.

4 General

- 4.1 The Sub-licensee acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.
- 4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:
 - 4.2.1 to grant the Sub-licensee any licence or rights other than as may be expressly stated in the Sub-licence;
 - 4.2.2 to require the Supplier to disclose, continue disclosing or update any Confidential Information; or
 - 4.2.3 as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of the Sub-licence.
- 4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Sub-licensee acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Sub-licensee of any of the provisions of this Agreement. Accordingly, the Sub-licensee acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.
- 4.5 The maximum liability of the Sub-licensee to the Supplier for any breach of this Agreement shall be limited to ten million pounds (£10,000,000).
- 4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.
- 4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.
- 4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart

shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

5 Notices

5.1 Any notice to be given under this Agreement (each a “**Notice**”) shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 5.2.

5.2 Any Notice:

5.2.1 if to be given to the Supplier shall be sent to:

[Address]

Attention: [Contact name and/or position, e.g. “The Finance Director”]

5.2.2 if to be given to the Sub-licensee shall be sent to:

[Name of Organisation]

[Address]

Attention: []

6 Governing law

6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.

6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

IN WITNESS of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of [name of Supplier]

Signature:

Date:

Name:

Position:

For and on behalf of [name of Sub-licensee]

Signature:

Date:

Name:

Position:

Schedule 7 (Staff Transfer)

1. Definitions

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

"Admission Agreement"	either or both of the CSPS Admission Agreement (as defined in Annex Error! Reference source not found. : CSPS) or the LGPS Admission Agreement) as defined in Annex Error! Reference source not found. : LGPS), as the context requires;
"Employee Liability"	<p>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:</p> <ul style="list-style-type: none">(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;(b) unfair, wrongful or constructive dismissal compensation;(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;(d) compensation for less favourable treatment of part-time workers or fixed term employees;(e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the 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

	<p>Date and also including any payments arising in respect of pensions;</p> <p>(f) claims whether in tort, contract or statute or otherwise; and</p> <p>(g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</p>
"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: <i>"Fair Deal for staff pensions: staff transfer from central government"</i> issued in October 2013 including:
	<p>(a) any amendments to that document immediately prior to the Relevant Transfer Date;</p> <p>(b) any similar pension protection in accordance with the Annexes inclusive to Part of this Schedule as notified to the Supplier by the Buyer;</p>
"Notified Subcontractor"	a Subcontractor identified in the Annex 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 <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;

"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 14.4 (<i>When the Buyer can end this contract</i>) or 14.6 (<i>When the Supplier can end the contract</i>);
"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 (<i>Table of Staffing Information</i>) 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 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 shall apply to this Contract:

- 3.1 [Part A (Staff Transfer At Operational Services Commencement Date – Transferring Employees from the Buyer to the Supplier)]; **N/A**
- 3.2 [Part B (Staff Transfer At Operational Services Commencement Date – Transfer From Former Supplier)]; **N/A**
- 3.3 [Part C (No Staff Transfer Expected On Operational Services Commencement Date)];
- 3.4 [Part D (Pensions)]:
 - 3.4.1 [- Annex **Error! Reference source not found.** (CSPS)]; **N/A**
 - 3.4.2 [- Annex **Error! Reference source not found.** (NHSPS)]; **N/A**
 - 3.4.3 [- Annex **Error! Reference source not found.** (LGPS)]; **N/A**
 - 3.4.4 [- Annex **Error! Reference source not found.** (**Error! Reference source not found.**)]. **N/A**

3.5 Part E (Staff Transfer on Exit) of this Schedule will always apply to this Contract, including:

3.5.1 Annex E1 (List of Notified Subcontractors);

3.5.2 Annex E2 (Staffing Information).

Part A: Staff Transfer at the Start Date (

Transferring Employees from the Buyer to the Supplier

N/A

Part B: Staff transfer at the Start Date

Transfer from a Former Supplier on Re-procurement

N/A

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 shall not apply to any claim:
 - 1.5.1 for any contravention of the Equality Act 2010 (or is predecessor/successor legislation); 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 shall not apply to any termination of employment occurring later than 6 Months from 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 (N/A)

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:
 - 1.1.1 receipt of a notification from the 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 relevant Contract; and
 - 1.1.3 the date which is twelve (12) Months before the end of the Contract 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 six (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 twenty (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 agrees that it 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 twelve (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 this Contract (including identification of the Fair Deal Employees);
- 1.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph **Error! Reference source not found.** of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this 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 this Contract.

- 1.6 On or around each anniversary of the Start Date and up to four times during the last twelve (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 twenty (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 five (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 twenty (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 thirty (30) Working Days or such longer timescale as may be agreed.
- 1.9 Any changes necessary to this 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 contract ends

- 2.1 The Buyer and the Supplier 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 this Contract 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. The Buyer and the Supplier further agree that, 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, national insurance contributions 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 shall indemnify 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 national insurance contributions:
 - (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 national insurance contributions 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 this 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 five (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 fifteen (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 shall not apply to:
 - 2.6.1 any claim for:
 - (a) any contravention of the Equality Act 2010 (or predecessor/successor legislation); 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 shall not apply to any termination of employment occurring later than six (6) Months from the Service Transfer Date.
- 2.8 If at any point 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, national insurance contributions 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 national insurance contributions:
 - (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 national insurance contributions 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 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any 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 above).

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: []

[Guidance notes]

- 1** *If you have any Key Subcontractors, please complete all the above information for any staff employed by such Key Subcontractor(s) in a separate spreadsheet.*
- 2** *This spreadsheet is used to collect information from the current employer (transferor) about employees performing the relevant services to help plan for a potential TUPE transfer. Some or all of this information may be disclosed to bidders as part of a procurement process. The information should not reveal the employees' identities.*
- 3** *If the information cannot be included on this form, attach the additional information, such as relevant policies, and cross reference to the item number and employee number where appropriate.]*

EMPLOYEE DETAILS & KEY TERMS							
Details	Job Title	Grade / band	Work Location	Age	Employment status (for example, employee, fixed-term employee, self-employed, agency worker)?	Continuous service date (dd/mm/yy)	Date employment started with existing employer
Emp No 1							
Emp No 2							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							

	EMPLOYEE DETAILS & KEY TERMS						
Detail s	Contract end date (if fixed term contract or temporary contract)	Contractual notice period	Contractual weekly hours	Regular overtime hours per week	Mobility or flexibility clause in contract?	Previously TUPE transferred to organisation? If so, please specify (i) date of transfer, (ii) name of transferor, and (iii) whether ex public sector	Any collective agreements?
Emp No 1							
Emp No 2							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							

	ASSIGNMENT	CONTRACTUAL PAY AND BENEFITS						
Details	% of working time dedicated to the provision of services under the contract	Salary (or hourly rate of pay)	Payment interval (weekly / fortnightly / monthly)	Bonus payment for previous 12 months (please specify whether contractual or discretionary entitlement)	Pay review method	Frequency of pay reviews	Agreed pay increases	Next pay review date
Emp No 1								
Emp No 2								
Emp No								
Emp No								
Emp No								
Emp No								
Emp No								

	CONTRACTUAL PAY AND BENEFITS							
Details	Any existing or future commitment to training that has a time-off or financial implication	Car allowance (£ per year)	Lease or company car details	Any other allowances paid (e.g. shift allowance, standby allowance, travel allowance)	Private medical insurance (please specify whether single or family cover)	Life assurance (xSalary)	Long Term Disability / PHI (% of Salary)	Any other benefits in kind
Emp No 1								
Emp No 2								
Emp No								
Emp No								
Emp No								
Emp No								
Emp No								

CONTRACTUAL PAY AND BENEFITS						
Details	Annual leave entitlement (excluding bank holidays)	Bank holiday entitlement	Method of calculating holiday pay (i.e. based on fixed salary only or incl. entitlements to variable remuneration such as bonuses, allowances, commission or overtime pay?)	Maternity or paternity or shared parental leave entitlement and pay	Sick leave entitlement and pay	Redundancy pay entitlement (statutory / enhanced / contractual / discretionary)
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

PENSIONS						
Details	Employee pension contribution rate	Employer pension contribution rate	Please provide the name of the pension scheme and a link to the pension scheme website	Is the scheme an occupational pension scheme as defined in the Pension Schemes Act 1993?	If the scheme is not an occupational pension scheme, what type of scheme is it? E.g. personal pension scheme?	Type of pension provision e.g. defined benefit (CARE or final salary, and whether a public sector scheme e.g. CSPS, NHSPS, LGPS etc. or a broadly comparable scheme) or a defined contribution scheme or an auto enrolment master trust?
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

PENSIONS						
Details	If the Employee is in the Local Government Pension Scheme, please supply details of Fund and Administering Authority.	If the Employee is in the Civil Service Pension Scheme, please provide details of the Admission Agreement.	If the Employee is in the NHSPS, please provide details of the Direction Letter.	If the Employee is in a broadly comparable pension scheme, please supply a copy of the GAD certificate of Broad Comparability.	Did Fair Deal or any other similar pension protection for ex-public sector employees apply to the employee when they TUPE transferred into your employment? If so, what was the nature of that protection (e.g. right to participate in a public sector pension scheme, or a broadly comparable scheme, or to bulk transfer past pension service into their current scheme)?	If Fair Deal, Best Value or other pension protection applied, which public sector employer did they originally transfer out of and when?
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

OTHER			
Details	Security Check Level	Security Clearance Expiry date	Additional info or comments
Emp No 1			
Emp No 2			
Emp No			

Schedule 8 (Implementation Plan and Testing)

N/A

Schedule 9 (Installation Works)

N/A

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*):

"Critical KPI Failure"	has the meaning given to it in the Award Form;
"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;
"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 1.2 of Part B of this Schedule;
"Performance Review Meetings"	has the meaning given in Paragraph 1.3 of Part B of this Schedule;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Key Performance Indicators; and
"Service Credit Cap"	has the meaning given to it in the Award Form.

2. What happens if you don't meet the Key Performance Indicators

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the KPI Performance Measure for each Key Performance Indicator.
- 2.2 The Supplier acknowledges that any KPI Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any KPI Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule to enable the

Buyer to assess the Supplier's performance against each Key Performance Indicator in each Measurement Period.

2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a KPI Failure except where:

- 2.4.1 the Supplier has over the previous twelve (12) Month period exceeded the Service Credit Cap; and/or
- 2.4.2 the KPI Failure:
 - a) has arisen due to a wilful Default by the Supplier;
 - b) results in the corruption or loss of any Government Data (in which case the indemnity in Clause 18.6.4 and any or all of the other provisions of Clauses 18.4 and 18.5 and/or Clause 18.6 of the Core Terms may apply); and/or
 - c) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - d) the Buyer is also entitled to or does terminate this Contract pursuant to Clause 14.4 of the Core Terms (*When the Buyer can end the contract*).

3. Critical KPI Failure

On the occurrence of a Critical KPI Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical KPI Failure**"),

provided that the operation of this Paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for Material Default.

Part A: Key Performance Indicators and Service Credits

1. Key Performance Indicators

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any KPI Performance Measure; or
- 1.2 is likely to cause or causes a Critical KPI Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a KPI Failure or Critical KPI Failure from taking place or recurring;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.2.3 if a KPI Failure has occurred, deduct the applicable Service Credits payable by the Supplier to the Buyer; and/or
- 1.2.4 if a Critical KPI Failure has occurred, exercise its right to Compensation for Critical KPI Failure (including the right to terminate for Material Default and the consequences of termination in Clause 14.5.1 shall apply).

2. Service Credits

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex to Part A: Key Performance Indicators and Service Credits Table

TBC

Key Performance Indicators (KPIs)					
KPI details					
Key Performance Indicator Performance Criterion	Key Indicator	KPI Performance Measure	Service Credit for each Service Period	Measurement Period	Transparency Reporting Thresholds*
KPI 1 – Timely receipt of draft proposals	All Statements of Work that have been agreed between the supplier and buyer are to be reviewed by the supplier and a draft proposal complete with initial costings provided to the buyer within 5 working days of the Statement of Work being received by the supplier excluding any periods where the supplier has requested clarification or where aspects of the Statement of Work require further discussion between the parties.	Pass/Fail - Draft proposals received within 5 working days in all instances.	2.5% of the Charges during the Service Period	Service Period	Good: All proposals received on time during calendar quarter Approaching Target: 1 late proposal during calendar quarter Requires Improvement: 2 late proposals during calendar quarter Inadequate: More than 2 late proposals during calendar quarter
KPI 2 – Receipt of reports	The provision of: a. a weekly emailed weeknote as a qualitative Status report, to include as a minimum, an overview of work completed in	Pass/Fail - All reports received as scheduled	2.5% of the Charges during the Service Period	Service Period	Good: All reporting received on time during calendar quarter

Key Performance Indicators (KPIs)					
KPI details					
Key Performance Indicator Performance Criterion	Key Indicator	KPI Performance Measure	Service Credit for each Service Period	Measurement Period	Transparency Reporting Thresholds*
	<p>the previous week and a forward look of activities, highlighting any pressure points and/or successes; and</p> <p>b. A monthly Performance Monitoring Report in accordance with Schedule 10 Annex Part B using a standard template to be agreed between the parties within three months of the contract start date.</p>				<p>Approaching Target: 1 late report during calendar quarter</p> <p>Requires Improvement: 2 late reports during calendar quarter</p> <p>Inadequate: More than 2 late reports during calendar quarter</p>
KPI 3 – Knowledge transfer and documentation	All artefacts created and knowledge transfer undertaken in accordance with each active Statement of Work .	Pass/Fail – All expected artefacts have been created and knowledge transfer undertaken, and to the	5% of the Charges during the Service Period	Service Period	<p>Good: All artefacts have been created to the specified standard</p> <p>Approaching Target: 1 inadequate or missing artefact</p>

Key Performance Indicators (KPIs)					
KPI details					
Key Performance Indicator Performance Criterion	Key Indicator	KPI Performance Measure	Service Credit for each Service Period	Measurement Period	Transparency Reporting Thresholds*
		standard set out in the Specification.			Requires Improvement: 2 inadequate or missing artefacts Inadequate: More than 2 inadequate or missing artefacts
KPI 4 – Social Value	Social Value KPI including frequency and monitoring to be agreed within three months of the contract start date	TBC	2.5% of the Charges during the Service Period	Service Period	Good: Approaching Target: Requires Improvement: Inadequate:

* The Buyer will publish performance of the KPIs on gov.uk, setting out the aggregated performance over three Service Periods aligned to calendar quarters, alongside a

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Effective Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Key Performance Indicators will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process agreed pursuant to Paragraph 1.1 of Part B of this Schedule and with such frequency as shall be agreed between the Parties pursuant to Paragraph 1.1 to enable the Buyer to assess the Supplier's performance against each Key Performance Indicator in each Measurement Period. The Performance Monitoring Reports shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 for each Key Performance Indicator, the actual performance achieved against the KPI Performance Measure for the relevant Service Period and, where a Measurement Period has ended in the period covered by the Performance Monitoring Report, the most recently ended Measurement Period;
 - 1.2.2 a summary of all failures to achieve Key Performance Indicators that occurred during that Service Period;
 - 1.2.3 details of any Critical KPI Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Key Performance Indicators to which the Service Credits relate; and
 - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to

the Buyer's Representative and any other recipients agreed at the relevant meeting.

- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.
- 1.6 The relevant table in the Annex to Part A of this Schedule describes how the levels of performance under the KPI Performance Measures will be mapped to the performance ratings prescribed under regulation 38(5) of the Procurement Regulations 2024. The mapping set out in that table will be applied by the Buyer when publishing relevant Transparency Information relating to the Performance Indicators and/or the Supplier's performance against the relevant KPIs pursuant to Section 52(3) and/or Section 71(2) of the Procurement Act 2023 and the associated Regulations.
- 1.7 The Supplier acknowledges and agrees that, each time the Buyer conducts an assessment of the Supplier's performance against a Key Performance Indicator, the Buyer may publish information as required by Law in relation to that assessment.

2. Satisfaction Surveys

The Buyer may undertake 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 responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Schedule 11 (Continuous Improvement)

1. Supplier's Obligations

- 1.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 1.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 1.3 In addition to Paragraph 1.1, from the start of the first anniversary of the contract the Supplier shall produce a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 1.3.1 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 1.3.2 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 1.3.3 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 1.4 The initial Continuous Improvement Plan for the second (2nd) Contract Year shall be submitted by the Supplier for Approval within six (6) Months following the first anniversary of the contract start date.
- 1.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 1.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.

- 1.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer.
- 1.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 1.5:
 - 1.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 1.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 1.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the second (2nd) Contract Year) in accordance with the procedure and timescales set out in Paragraph 1.3.
- 1.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 1.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 1.12 At any time during the Contract Period of this Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Schedule 12 (Benchmarking)

N/A

Schedule 13 (Contract Management)

1. Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"Operational Board"	the board established in accordance with Paragraph 4.1 of this Schedule; and
"Project Manager"	the manager appointed in accordance with Paragraph 2.1 of this Schedule.

2. Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract 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 Contract can be fully realised.
- 2.3 Without prejudice to Paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Project Manager

- 3.1 The Supplier Project Manager shall be:
 - 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Project Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Project Manager in regards to this Contract and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier Project Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under this Contract.

4. Role of The Operational Board

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in Annex to the Schedule.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to this Contract which the Buyer and the Supplier have identified.

Annex: Operational Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

Weekly Meetings during Discovery Phase

Quarterly Meetings during the remaining lifetime of the contract/Active Statements of Work.

Schedule 14 (Business Continuity and Disaster Recovery)

1. Definitions

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

"BCDR Plan"	has the meaning given to it in Paragraph 2.1 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.2.2 of this Schedule;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.2.3 of this Schedule;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule.

2. BCDR Plan

2.1 Within forty (40) Working Days of the Effective Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:

- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
- 2.1.2 the recovery of the Deliverables in the event of a Disaster.

2.2 The BCDR Plan shall be divided into three sections:

- 2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
- 2.2.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and
- 2.2.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).

2.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from an Insolvency Event of the Supplier, any Key Subcontractors and/or Supplier Group member;
 - (d) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (e) a business impact analysis of different anticipated failures or disruptions;
 - 3.1.7 provide for documentation of processes, including business processes, and procedures;
 - 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
 - 3.1.9 identify the procedures for reverting to "**normal service**";
 - 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
 - 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Key Performance Indicators, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any Default by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Key Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Key Performance Indicators in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Key Performance Indicators with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Key Performance Indicators in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
 - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by

the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables;
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with

the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

The Supplier shall not be entitled to relief under Clause 24 (*Circumstances beyond your control*) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Schedule 15 (Carbon Reduction)

N/A

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:

XXXX REDACTED

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.	<input checked="" type="checkbox"/>
Buyer Security Policies (see Paragraph 11)	
The Buyer requires the Supplier to comply with the following policies relating to security management: <ul style="list-style-type: none">• <u>Security policy framework - GOV.UK</u>• <u>UK General Data Protection Regulation ICO</u>• <u>The NIST Cybersecurity Framework (CSF) 2.0</u>• <u>2024-06-27 - FINAL - Baseline Personnel Security Standard (BPSS) Policy - Version 7.0 (PUBLISHED 28 JULY 2024)</u>	<input checked="" type="checkbox"/>
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	<input checked="" type="checkbox"/>
Cloud Security Principles (see Paragraph 13)	
The Supplier must assess the Supplier System against the Cloud Security Principles	<input checked="" type="checkbox"/>
Record keeping (see Paragraph 14)	

The Supplier must keep records relating to Subcontractors, Sites, Third-party Tools and third parties	<input checked="" type="checkbox"/>
Encryption (see Paragraph 15)	
The Supplier must encrypt Government Data while at rest or in transit	<input checked="" type="checkbox"/>
Protective Monitoring System (see Paragraph 16)	
The Supplier must implement an effective Protective Monitoring System	<input checked="" type="checkbox"/>
Patching (see Paragraph 17)	
The Supplier must patch vulnerabilities in the Supplier System promptly	<input checked="" type="checkbox"/>
Malware protection (see Paragraph 18)	
The Supplier must use appropriate Anti-virus Software	<input checked="" type="checkbox"/>
End-user Devices (see Paragraph 19)	
The Supplier must manage End-user Devices appropriately	<input checked="" type="checkbox"/>
Vulnerability scanning (see Paragraph 20)	
The Supplier must scan the Supplier System monthly for unpatched vulnerabilities	<input checked="" type="checkbox"/>
Access control (see Paragraph 21)	
The Supplier must implement effective access control measures for those accessing Government Data and for Privileged Users	<input checked="" type="checkbox"/>
Remote Working (see Paragraph 22)	
The Supplier may allow Supplier Staff to undertake Remote Working once an approved Remote Working Policy is in place	<input checked="" type="checkbox"/>
Backup and recovery of Government Data (see Paragraph 23)	
The Supplier must have in place systems for the backup and recovery of Government Data	<input checked="" type="checkbox"/>
Return and deletion of Government Data (see Paragraph 24)	
The Supplier must return or delete Government Data when requested by the Buyer	<input checked="" type="checkbox"/>
Physical security (see Paragraph 25)	
The Supplier must store Government Data in physically secure locations	<input checked="" type="checkbox"/>

Security breaches (see Paragraph 26)	
The Supplier must report any Breach of Security to the Buyer promptly	<input checked="" type="checkbox"/>

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

	<p>the Supplier has reasonable grounds to suspect that attempt:</p> <ul style="list-style-type: none">(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): <ul style="list-style-type: none">(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: <ul style="list-style-type: none">(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"	[N/A];
"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 (<i>Definitions</i>);
"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 Contract, and this definition shall apply to this Schedule 16 (Security) in place of the definition of Supplier Staff in Schedule 1 (<i>Definitions</i>);
"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 or 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:
 - (i) immediately inform the Buyer; and
 - (ii) 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 Contract Period.

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 Subcontractors in this Schedule 16 (Security);
 - 5.3.3 the Supplier or Subcontractor has taken reasonable steps to assure itself that:
 - (i) the entity complies with the binding agreement; and
 - (ii) 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:
 - (i) the individual's identity;
 - (ii) 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
 - (iii) the individual's previous employment history;
 - (iv) that the individual has no Relevant Convictions; and
 - (v) national security vetting clearance to the level specified by the Buyer for such individuals or such roles as the Buyer may specify; or
 - (vi) 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 Contract;
 - 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. Security Management Plan

10.1 This Paragraph 10 applies only where the Buyer has selected this option in Paragraph 1.3.

Preparation of Security Management Plan

10.2 The Supplier shall document in the Security Management Plan how the Supplier and its Sub-contractors shall comply with the requirements set out in this Schedule 16 (Security) and the Contract in order to ensure the security of the Supplier solution and the Buyer data.

10.3 The Supplier shall prepare and submit to the Buyer within 20 Working Days of the Effective Date, the Security Management Plan, which must include a description of how all the options selected in this schedule are being met along with evidence of the required certifications for the Supplier and any Subcontractors specified in Paragraph 3.

Approval of Security Management Plan

10.4 The Buyer shall review the Supplier's proposed Security Management Plan as soon as possible and must issue the Supplier with either:

- 10.4.1 an information security approval statement, which shall confirm that the Supplier may operate the service and process Buyer data; or
- 10.4.2 a rejection notice, which shall set out the Buyer's reasons for rejecting the Security Management Plan.

10.5 If the Buyer rejects the Supplier's proposed Security Management Plan, the Supplier must prepare a revised Security Management Plan taking the Buyer's reasons into account, which the Supplier must submit to the Buyer for review within 10 Working Days of the date of the rejection, or such other period agreed with the Buyer.

10.6 The process set out in Paragraph 10.5 shall be repeated until such time as the Buyer issues a Risk Management Approval Statement to the Supplier or terminates this Contract.

10.7 The rejection by the Buyer of a second revised Security Management Plan is a material Default of this Contract.

Updating Security Management Plan

10.8 The Supplier shall regularly review and update the Security Management Plan, and provide such to the Buyer, at least once each year and as required by this Paragraph.

Monitoring

10.9 The Supplier shall notify the Buyer within 2 Working Days after becoming aware of:

- 10.9.1 a significant change to the components or architecture of the Supplier System;
- 10.9.2 a new risk to the components or architecture of the Supplier System;

- 10.9.3 a vulnerability to the components or architecture of the Supplier System using an industry standard vulnerability scoring mechanism;
- 10.9.4 a change in the threat profile;
- 10.9.5 a significant change to any risk component;
- 10.9.6 a significant change in the quantity of Personal Data held within the Service;
- 10.9.7 a proposal to change any of the Sites from which any part of the Services are provided; and/or
- 10.9.8 an ISO27001 audit report produced in connection with the Certification indicates significant concerns.

10.10 Within 10 Working Days of such notifying the Buyer or such other timescale as may be agreed with the Buyer, the Supplier shall make the necessary changes to the Security Management Plan and submit the updated Security Management Plan to the Buyer for review and approval.

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. Security testing

- 12.1 The Supplier must:
 - 12.1.1 before Handling Government Data;
 - 12.1.2 at least once during each Contract Year; and
 - 12.1.3 undertake the following activities:
 - 12.1.4 conduct security testing of the Supplier System (an "**IT Health Check**") in accordance with Paragraph 12.2; and
 - 12.1.5 implement any findings, and remedy any vulnerabilities identified by the IT Health Check in accordance with Paragraph 12.3.
- 12.2 In arranging an IT Health Check, the Supplier must:
 - 12.2.1 use only a CHECK Service Provider or CREST Service Provider to perform the IT Health Check;
 - 12.2.2 design and plan for the IT Health Check so as to minimise the impact of the IT Health Check on the Supplier System and the delivery of the Services;
 - 12.2.3 ensure that the scope of the IT Health Check encompasses the components of the Supplier System used to access, store, Handle or manage Government Data; and
 - 12.2.4 ensure that the IT Health Check provides for effective penetration testing of the Supplier System.

12.3 The Supplier treat any vulnerabilities as follows:

- 12.3.1 the Supplier must remedy any vulnerabilities classified as high in the IT Health Check report:
 - (i) if it is technically feasible to do so, within 5 Working Days of becoming aware of the vulnerability and its classification; or
 - (ii) if it is technically feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 12.3.1(i), then as soon as reasonably practicable after becoming aware of the vulnerability and its classification;
- 12.3.2 the Supplier must remedy any vulnerabilities classified as high in the IT Health Check report:
 - (i) if it is technically feasible to do so, within 1 month of becoming aware of the vulnerability and its classification; or
 - (ii) if it is technical feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 12.3.2(i), then as soon as reasonably practicable after becoming aware of the vulnerability and its classification;
- 12.3.3 the Supplier must remedy any vulnerabilities classified as medium in the IT Heath Check report:
 - (i) if it is technically feasible to do so, within 3 months of becoming aware of the vulnerability and its classification; or
 - (ii) if it is technical feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 12.3.3(i), then as soon as reasonably practicable after becoming aware of the vulnerability and its classification; or
- 12.3.4 where it is not technically feasible to remedy the vulnerability, the Supplier must implement appropriate technical and organisational measures to mitigate the risk posed by the vulnerability.

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:

- (i) the Subcontractor or third-party's name:
 - (A) legal name;
 - (B) trading name (if any); and
 - (C) registration details (where the Subcontractor is not an individual), including:
 - (1) country of registration;
 - (2) registration number (if applicable); and
 - (3) registered address;
- (ii) the Certifications held by the Subcontractor or third party;
- (iii) the Sites used by the Subcontractor or third party;
- (iv) the Services provided or activities undertaken by the Subcontractor or third party;
- (v) the access the Subcontractor or third party has to the Supplier System;
- (vi) the Government Data Handled by the Subcontractor or third party; and
- (vii) the measures the Subcontractor or third party has in place to comply with the requirements of this Schedule 16 (Security);

14.1.2 for Sites from or at which Government Data is accessed or Handled:

- (i) the location of the Site;
- (ii) the operator of the Site, including the operator's:
 - (A) legal name;
 - (B) trading name (if any); and
 - (C) registration details (where the Subcontractor is not an individual);
- (iii) the Certifications that apply to the Site;
- (iv) the Government Data stored at, or Handled from, the site; and

14.1.3 for Third-party Tools:

- (i) the name of the Third-party Tool;
- (ii) the nature of the activity or operation performed by the Third-Party Tool on the Government Data; and
- (iii) in respect of the entity providing the Third-Party Tool, its:
 - (A) full legal name;
 - (B) trading name (if any)

- (C) country of registration;
- (D) registration number (if applicable); and
- (E) 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. **Protective Monitoring System**

16.1 The Supplier must, and must ensure that Subcontractors, implement an effective system of monitoring and reports, analysing access to and use of the Supplier System and the Government Data to:

- 16.1.1 identify and prevent any potential Breach of Security;
- 16.1.2 respond effectively and in a timely manner to any Breach of Security that does;
- 16.1.3 identify and implement changes to the Supplier System to prevent future any Breach of Security; and
- 16.1.4 help detect and prevent any potential criminal offence relating to fraud, bribery or corruption using the Supplier System,

(the "**Protective Monitoring System**").

16.2 The Protective Monitoring System must provide for:

- 16.2.1 event logs and audit records of access to the Supplier System; and
- 16.2.2 regular reports and alerts to identify:
 - (i) changing access trends;
 - (ii) unusual usage patterns; or
 - (iii) the access of greater than usual volumes of Government Data; and
 - (iv) the detection and prevention of any attack on the Supplier System using common cyber-attack techniques.

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":

- (i) if it is technically feasible to do so, within 5 Working Days of the public release; or
- (ii) 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":

- (i) if it is technically feasible to do so, within 1 month of the public release; or
- (ii) 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:

- (i) if it is technically feasible to do so, within 2 months of the public release; or
- (ii) 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:
 - (i) prevents the harmful effects from the Malicious Software; and
 - (ii) 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 Contract.

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:
 - (i) restricted to a single role or small number of roles;
 - (ii) time limited; and
 - (iii) 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:
 - (i) is provided by the Supplier or Sub-contractor (as appropriate); and
 - (ii) 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:

- (i) 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;
- (ii) any identified security risks arising from the proposed Handling in a Remote Location;
- (iii) the mitigations, controls and security measures the Supplier or Sub-contractor (as applicable) will implement to mitigate the identified risks; and
- (iv) 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. Backup and recovery of Government Data

23.1 The Supplier must ensure that the Supplier System:

- 23.1.1 backs up and allows for the recovery of Government Data to achieve the recovery point and recovery time objectives specified by the Buyer, or in accordance with Good Industry Practice where the Buyer has not specified; and
- 23.1.2 retains backups of the Government Data for the period specified by the Buyer, or in accordance with Good Industry Practice where the Buyer has not specified.

23.2 The Supplier must ensure the Supplier System:

- 23.2.1 uses backup location for Government Data that are physically and logically separate from the rest of the Supplier System;
- 23.2.2 the backup system monitors backups of Government Data to:
 - (i) identifies any backup failure; and
 - (ii) confirm the integrity of the Government Data backed up;
- 23.2.3 any backup failure is remedied promptly;
- 23.2.4 the backup system monitors the recovery of Government Data to:
 - (i) identify any recovery failure; and
 - (ii) confirm the integrity of Government Data recovered; and
- 23.2.5 any recovery failure is promptly remedied.

24. Return and deletion of Government Data

24.1 Subject to Paragraph 24.2, when requested to do so by the Buyer, the Supplier must, and must ensure that all Subcontractors:

- 24.1.1 securely erase any or all Government Data held by the Supplier or Subcontractor using a deletion method that ensures that even a determined expert using specialist techniques can recover only a small fraction of the data deleted; or

24.1.2 provide the Buyer with copies of any or all Government Data held by the Supplier or Subcontractor using the method specified by the Buyer.

24.2 Paragraph 24.1 does not apply to Government Data:

24.2.1 that is Personal Data in respect of which the Supplier is a Controller;

24.2.2 to which the Supplier has rights to Handle independently from this Contract; or

24.2.3 in respect of which, the Supplier is under an obligation imposed by Law to retain.

24.3 The Supplier must, and must ensure that all Sub-contractors, provide the Buyer with copies of any or all Buyer Data held by the Supplier or Sub-contractor:

24.3.1 when requested to do so by the Buyer; and

24.3.2 using the method specified by the Buyer.

25. Physical security

25.1 The Supplier must, and must ensure that Subcontractors, store the Government Data on servers housed in physically secure locations.

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 – Key Roles and Security Clearance

XXXX REDACTED

Annex 2 – Security Question Set Response

XXXX REDACTED

Schedule 17 (Service Recipients)

N/A

Schedule 18 (Prompt Payment)

1. Definitions

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

"Unconnected Sub-contract"	any contract or agreement which is not a Sub-contract and is between the Supplier and a third party (which is not an Affiliate of the Supplier) and is a qualifying contract under regulation 6 of The Reporting on Payment Practices and Performance Regulations 2017; and
"Unconnected Sub-contractor"	any third party with whom the Supplier enters into an Unconnected Sub-contract.

2. Visibility of Payment Practice

2.1 If this Contract has at the Effective Date an anticipated contract value in excess of £5 million per annum (including VAT) averaged over this Contract Period and without prejudice to Clause 4.6 and Clause 8.2.3, the Supplier shall:

- 2.1.1 pay any sums which are due from it to any Sub-contractor or Unconnected Sub-contractor pursuant to any invoice (or other notice of an amount for payment) on the earlier of:
 - (a) the date set out for payment in the relevant Sub-contract or Unconnected Sub-contract; or
 - (b) the date that falls sixty (60) days after the day on which the Supplier receives an invoice (or otherwise has notice of an amount for payment); and
- 2.1.2 pay all sums which are due from it to any Sub-contractor or Unconnected Sub-contractor pursuant to any invoice (or other notice of an amount for payment) within an average of fifty-five (55) days or less after the day on which the Supplier receives an invoice (or otherwise has notice of an amount for payment); and
- 2.1.3 include within the Supply Chain Information Report a summary of its compliance with this Paragraph 2.1, such data to be certified every six months by a director of the Supplier as being accurate and not misleading.

2.2 If any Supply Chain Information Report shows that in either of the last two six month periods the Supplier failed to pay 95% or above of all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within sixty (60) days of receipt, or the Supplier's

average payment days is greater than fifty-five (55) days after the day on which the Supplier received an invoice (or otherwise had notice of an amount for payment), the Supplier shall provide to the Buyer within 15 Working Days of submission of the latest Supply Chain Information Report an action plan (the "**Action Plan**") for improvement. The Action Plan shall include, but not be limited to, the following:

- 2.2.1 (where relevant) identification of the primary causes of failure to pay 95% or above of all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within sixty (60) days of receipt;
- 2.2.2 (where relevant) identification of the primary causes of failure to pay all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within an average of fifty-five (55) days or less after the day on which the Supplier received an invoice (or otherwise had notice of an amount for payment);
- 2.2.3 actions to address each of the causes set out in Paragraph 2.2.1 and/or 2.2.2; and
- 2.2.4 mechanism for and commitment to regular reporting on progress to the Supplier's Board.

- 2.3 Where the Supplier fails to pay any sums due to any Sub-contractor or Unconnected Sub-contractor in accordance with the terms set out in the relevant Sub-contract or Unconnected Sub-contract, the Action Plan shall include details of the steps the Supplier will take to address this.
- 2.4 The Supplier shall comply with the Action Plan or any similar action plan connected to the payment of Sub-contractors or Unconnected Sub-contractors which is required to be submitted to the Buyer as part of the procurement process and such action plan shall be included as part of the Supplier's Solution (to the extent it is not already included).
- 2.5 If the Supplier notifies the Buyer (whether in a Supply Chain Report or otherwise) that the Supplier has failed to pay 95% or above of its Unconnected Sub-contractors within sixty (60) days after the day on which the Supplier receives an invoice or otherwise has notice of an amount for payment, or pay all sums which are due from it to any Sub-contractor or Unconnected Sub-contractor pursuant to any invoice (or other notice of an amount for payment) within an average of fifty-five (55) days or less after the day on which the Supplier received an invoice (or otherwise had notice of an amount for payment), or the Buyer otherwise discovers the same, the Buyer shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

Schedule 19 (Corporate Resolution Planning)

N/A

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 a Contract 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 a Contract 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 this Contract:
 - 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 this Contract (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 this Contract, 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 confidential*) 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 this Contract; 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) in the event that 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 shall have the right to terminate this Contract 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 this Contract 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 this Contract 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 this Contract;
- 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 two hundred and fifty (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 this Contract, 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 agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract 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

In the event that the Parties are Joint Controllers in respect of Personal Data under this Contract, the Parties shall implement Paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex **Error!** **Reference source not found.** (*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 shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of this 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 this Contract;
- 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) in the event that 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) above,
the Buyer shall have the right to terminate this Contract 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, at a minimum, 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 this Contract 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 this Contract ("**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 five (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 this 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 this 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 this Contract which is specified in Annex 1 (*Processing Personal Data*).
- 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.

Annex 1 - 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 with the Buyer at its absolute discretion.

1.1 The contact details of the Buyer's Data Protection Officer are:

XXXX REDACTED

1.2 The contact details of the Supplier's Data Protection Officer are:

XXXX REDACTED

- 1.2 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.3 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Paragraph Error! Reference source not found. and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of all Authority Personal Data processed by the Supplier under this contract.</p>
Subject matter of the Processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide the required services as agreed between the parties.
Duration of the Processing	From the contract commencement date until the contract termination date.

Description	Details
Nature and purposes of the Processing	The nature of the processing will be limited to any necessary communication between the Supplier staff and Authority staff as required to deliver the Services.
Type of Personal Data being Processed	Name, work email address, work phone number.
Categories of Data Subject	Personnel of each party
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	As Per Mid-Tier Schedule 16 – Security, and Security Management Plan
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway	UK (unless otherwise agreed between the parties)
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against	As Per Mid-Tier Schedule 16 – Security, and Security Management Plan

Description	Details
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)	

Schedule 21 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 28 of the Core Terms (Changing this Contract).

Contract Details		
This variation is between:	HM Revenues & Customs ("the Buyer") And Public Digital Limited ("the Supplier")	
Contract name:	Digital Delivery Partner	
Contract reference number:	SR25083283595/CW102799	
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:	This Contract detailed above is varied as follows: <ul style="list-style-type: none">●	
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 this Contract 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 this Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the 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 as 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 six (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 this Contract, 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 upon the Effective Date and within fifteen (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 this Contract, 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 five (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 this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of this Contract 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 twenty (20) Working Days after any insurance claim in

excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract 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 Contract or otherwise.

Annex 1: Required Insurances

Part A: 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 this Contract.

3. Limit of indemnity

3.1 Not less than £1m in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but £1m in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant policy).

4. Territorial limits

United Kingdom

5. Period of insurance

From the date of this Contract for the period of this Contract 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 this Contract 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 **£0.00** figure on contract award based on the Supplier's acceptable response to the associated tender documents for each and every third party property damage claim (personal injury claims to be paid in full).

Part AB: 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 BC: Additional Insurances

The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:

Professional Indemnity Insurance	Professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); 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 six (6) years after the End Date
Public Liability Insurance	Public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);
Employer's Liability Insurance	Employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

Property Damage Insurance / Goods in Transit Insurance	Where the Buyer requirement necessitates primary perils insurance for relevant physical property (e.g. Buyer physical property in the care, custody and control of the Supplier in delivering this Contract).
Cyber Liability Insurance	Where the Buyer requirement includes specific cyber risk exposures.

Schedule 23 (Guarantee)

N/A

dated the below.

Regards Schedule 24 (Financial Difficulties)

1. Definitions

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

"Applicable Financial Indicators"	the financial indicators from Part C of Annex 2 which are to apply to the Monitored Suppliers as set out in Part B of Annex 3;
"Credit Rating Threshold"	the minimum credit rating level for each entity in the FDE Group as set out in Part A of Annex 2;
"Credit Reference Agencies"	the credit reference agencies listed in Part B of Annex 1;
"Credit Score Notification Trigger"	the minimum size of any downgrade in a credit score, set out in Part B of Annex 2, which triggers a Credit Score Notification Trigger Event;
"Credit Score Notification Trigger Event"	any downgrade of a credit score which is equal to or greater than the Credit Score Notification Trigger;
"Credit Score Threshold"	the minimum credit score level for each entity in the FDE Group as set out in Part B of Annex 2;
"Financial Distress Service Continuity Plan"	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with this Contract in the event that a Financial Distress Event occurs. This plan should include what the Buyer would need to put in place to ensure performance and delivery of the Deliverables in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity;
"Financial Indicators"	in respect of the Supplier, Key Sub-contractors and the Guarantor, means each of the financial indicators set out at Part C of Annex 2; and in respect of each Monitored Supplier, means those Applicable Financial Indicators;

"Financial Target Thresholds"	the target thresholds for each of the Financial Indicators set out at Part C of Annex 2;
"Primary Metric"	[credit rating pursuant to Paragraph 3.3]/[credit score pursuant to Paragraph 4.3]/[financial indicators pursuant to Paragraph 5.4]
"Monitored Supplier"	those entities specified in Part B of Annex 3; and
"Rating Agencies"	the rating agencies listed in Part A of Annex 1.

2. When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the FDE Group and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive under this Contract until the termination or expiry of this Contract.

3. Credit Ratings

- 3.1 The Supplier warrants and represents to the Buyer that as at the Effective Date the long term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Part A of Annex 2.
- 3.2 The Supplier shall:
 - 3.2.1 regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies; and
 - 3.2.2 promptly (and in any event within five (5) Working Days) notify the Buyer in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group.
- 3.3 For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 8 if credit rating is the Primary Metric, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have given a credit rating level for that FDE Group entity which is below the applicable Credit Rating Threshold.

4. Credit Scores

- 4.1 The Supplier warrants and represents to the Buyer that as at the Effective Date the credit scores issued for each entity in the FDE Group by each of the Credit Reference Agencies are as set out in Part B of Annex 2.
- 4.2 The Supplier shall:
 - 4.2.1 regularly monitor the credit scores of each entity in the FDE Group with the Credit Reference Agencies; and

- 4.2.2 promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing if there is any Credit Score Notification Trigger Event for any entity in the FDE Group (and in any event within five (5) Working Days).
- 4.3 For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 8 if credit score is the Primary Metric, the credit score of an FDE Group entity shall be deemed to have dropped below the applicable Credit Score Threshold if any of the Credit Reference Agencies have given a credit score for that FDE Group entity which is below the applicable Credit Score Threshold.

5. Financial Indicators

- 5.1 The Supplier shall monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at Part C of Annex 2 (where specified) and in any event, on a regular basis and no less than once a year within one hundred and twenty (120) days after the accounting reference date
- 5.2 Subject to the calculation methodology set out at Annex 4 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as set out in Appendix I: *Standard Financial Ratios of Assessing and Monitoring the Economic and Financial Standing of Bidders and Suppliers – May 2021* (as amended, supplemented or replaced from time to time) which as at the Effective Date can be found at:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/987132/Assessing_and_monitoring_the_economic_and_financial_standing_of_suppliers_guidance_note_May_2021.pdf
- 5.3 Each report submitted by the Supplier pursuant to Paragraph 5.1 shall:
 - 5.3.1 be a single report with separate sections for each of the FDE Group entities;
 - 5.3.2 contain a sufficient level of information to enable the Buyer to verify the calculations that have been made in respect of the Financial Indicators;
 - 5.3.3 include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes; and
 - 5.3.4 be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and
 - 5.3.5 include a history of the Financial Indicators reported by the Supplier in graph form to enable the Buyer to easily analyse and assess the trends in financial performance.

5.4 For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 8 if financial indicators are the Primary Metric, the Financial Indicator of an FDE Group entity shall be deemed to have dropped below the applicable Financial Target Threshold if:

- 5.4.1 a report submitted by the Supplier pursuant to Paragraph 5.1 shows that any FDE Group entity has failed to meet or exceed the Financial Target Threshold for any one of the Financial Indicators set out in Part C of Annex 2 of this Schedule;
- 5.4.2 a report submitted by the Supplier pursuant to Paragraph 5.1 does not comply with the requirements set out in Paragraph 5.3; or
- 5.4.3 the Supplier does not deliver a report pursuant to Paragraph 5.3 in accordance with the applicable monitoring and reporting frequency.

6. What happens if there is a financial distress event

- 6.1 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.
- 6.2 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Buyer becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Buyer shall have the rights and remedies as set out in Paragraphs 6.4 to 6.6.
- 6.3 [In the event that a Financial Distress Event arises due to a Key Subcontractor notifying the Buyer that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, the Buyer shall not exercise any of its rights or remedies under Paragraph 6.4 without first giving the Supplier ten (10) Working Days to:
 - 6.3.1 rectify such late or non-payment; or
 - 6.3.2 demonstrate to the Buyer's reasonable satisfaction that there is a valid reason for late or non-payment.]
- 6.4 The Supplier shall (and shall procure that each Additional FDE Group Member shall):
 - 6.4.1 at the request of the Buyer meet the Buyer as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of this Contract and delivery of the Deliverables in accordance this Contract; and

6.4.2 where the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 6.4.1) that the Financial Distress Event could impact on the continued performance of this Contract and delivery of the Deliverables in accordance with this Contract:

- (a) submit to the Buyer for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event);
- (b) use reasonable endeavours to put in place the necessary measures with each Additional FDE Group Member to ensure that it is able to provide financial information relating to that Additional FDE Group Member to the Buyer; and
- (c) provide such financial information relating to FDE Group entity as the Buyer may reasonably require.

6.5 If the Buyer does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Buyer within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is either:

- 6.5.1 Approved;
- 6.5.2 referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Service Continuity Plan has not been Approved, to commercial negotiation led by senior representatives who have authority to agree the Financial Distress Service Continuity Plan (to be held within 28 days of the date of the notice); or
- 6.5.3 finally rejected by the Buyer.

6.6 Following Approval of the Financial Distress Service Continuity Plan by the Buyer, the Supplier shall:

- 6.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance this Contract and delivery of the Deliverables in accordance with this Contract;
- 6.6.2 provide a written report of the results of each review and assessment carried out under Paragraph 6.6.1 to the Buyer;
- 6.6.3 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 6.6.1, submit an updated Financial Distress Service Continuity Plan to the Buyer for its Approval, and the provisions of Paragraphs 6.5 shall apply to

the review and Approval process for the updated Financial Distress Service Continuity Plan; and

6.6.4 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

6.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Buyer and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 6.6.

7. When the Buyer can terminate for financial distress

7.1 The Buyer shall be entitled to terminate this Contract for Material Default if:

7.1.1 the Supplier fails to notify the Buyer of a Financial Distress Event in accordance with Paragraph 6.1;

7.1.2 the Supplier fails to comply with any part of Paragraph 6.4;

7.1.3 subject to Paragraph 7.2, the Buyer finally rejects a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 6.5.3;

7.1.4 the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not meet within 28 days of the date of the notice of referral pursuant to Paragraph 6.5.2;

7.1.5 the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not agree the Financial Distress Service Continuity Plan after it has been referred pursuant to Paragraph 6.5.2; and/or

7.1.6 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 6.6.4,

and the consequences of termination in Clause 14.5.1 shall apply.

7.2 A Material Default may only occur under Paragraph 7.1.3 after the expiry of the first five (5) Working Days period for the Supplier to submit a revised draft of the first draft of the Financial Distress Service Continuity Plan starting on and from the date on which the Buyer first notified the Supplier that Supplier must submit a revised draft of the first draft Financial Distress Service Continuity Plan.

8. What happens If your Primary Metric is still good

8.1 Without prejudice to the Supplier's obligations and the Buyer's rights and remedies under Paragraph 6, if, following the occurrence of a Financial Distress Event, the Supplier evidences to the Buyer's satisfaction that the Primary Metric shows that the Financial Distress Event no longer exists, then:

8.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 6.4 to 6.6; and

8.1.2 the Buyer shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 6.4.2(c)).

1

Annex 22 – Credit Ratings, Credit Scores and Financial Indicators

Part A: Credit Rating MOODY'S FAME CREDIT SCORE

XXXXREDACTED

Part C: Financial Indicators

Financial Indicator	Calculation ¹	Financial Target Threshold: (TBC)	Monitoring and Reporting Frequency
1 Operating Margin	<i>Operating Margin = Operating Profit / Revenue</i>	<i>To be reported if less than previous FY's %</i>	Tested and reported yearly in arrears within 9 months of each accounting reference date, based upon figures for the 12 months ending on the relevant accounting reference date
2 Net Debt to EBITDA Ratio	<i>Net Debt to EBITDA ratio = Net Debt / EBITDA</i>	<i>[To be reported if > 60%</i>	Tested and reported yearly in arrears within 9 months of each accounting reference date, based upon figures for the 12 months ending on the relevant accounting reference date
4 Net Interest Paid Cover	<i>Net Interest Paid Cover = Earnings Before Interest and Tax / Net Interest Paid</i>	<i>to be reported if < 2 times.</i>	Tested and reported yearly in arrears within 9 months of each accounting reference date, based upon figures for the 12 months ending on the relevant accounting reference date
5 Acid Ratio	<i>Acid Ratio = (Current Assets – Current Liabilities)</i>	<i>To be reported if ratio falls below 1:1</i>	Tested and reported yearly in arrears within 9 months of each accounting reference date, based upon figures for the 12 months ending on the

Financial Indicator	Calculation¹	Financial Target Threshold: (TBC)	Monitoring and Reporting Frequency
			relevant accounting reference date

@Key: ¹ – See Annex 4 of this Schedule which sets out the calculation methodology to be used in the calculation of each Financial Indicator.

3

Annex 44 – Calculation Methodology for Financial Indicators

The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

General methodology

- 1 Terminology: The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).
- 2 Groups: Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
- 3 Foreign currency conversion: Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
- 4 Treatment of non-underlying items: Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

Specific Methodology

Refer to Paragraph 5.1 of this Schedule for calculations of the Financial Indicators.

Financial Indicator	Specific Methodology
1 [Operating Margin]	<p>[The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements.</p> <p>Figures for Operating Profit and Revenue should exclude the entity's share of the results of any joint ventures or Associates.</p> <p>Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.]</p>
OR [Net Debt to EBITDA Ratio]	<p>OR</p> <p>"Net Debt" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</p> <p>"EBITDA" = Operating profit + Depreciation charge + Amortisation charge</p>

Financial Indicator	Specific Methodology
	<p>The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p>Net Debt: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p>Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.</p> <p>EBITDA: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).]</p>

Financial Indicator	Specific Methodology
4 [Net Interest Paid Cover]	<p>["Earnings Before Interest and Tax" = Operating profit "Net Interest Paid" = Interest paid – Interest received Operating profit should be shown on the face of the Income Statement in a standard set of financial statements and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. Interest received and interest paid should be shown on the face of the Cash Flow statement. Where Net interest paid is negative (i.e. the entity has net interest received), the relevant Financial Target Threshold should be treated as having been met.]</p>
5 [Acid Ratio]	<p>[All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements.]</p>

Schedule 25 (Rectification Plan)

Request for Revised/Rectification Plan			
Details of the Notifiable Default:			
Deadline for receiving the Revised/Rectification Plan:			
Signed by Buyer:		Date:	
Supplier Revised/Rectification Plan			
Cause of the Notifiable Default			
Anticipated impact assessment:			
Actual effect of Notifiable Default:			
Steps to be taken to rectification:	Steps	Timescale	
	1.		
	2.		
	3.		
	4.		
	[...]		
Timescale for complete Rectification of Notifiable Default	[] Working Days		
Steps taken to prevent recurrence of Notifiable Default	Steps	Timescale	
	1.		
	2.		
	3.		
	4.		

Signed by the Supplier:		Date:
Review of Rectification Plan Buyer		
Outcome of review		
Reasons for rejection (if applicable)		
Signed by Buyer		Date:

Schedule 26 (Sustainability)

1. Definitions

"Modern Slavery Assessment Tool"	the modern slavery risk identification and management tool which can be found online at: https://supplierregistration.cabinetoffice.gov.uk/msat
"Supply Chain Map"	details of (i) the Supplier, (ii) all Subcontractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Subcontractor, setting out at least:
	<ul style="list-style-type: none">(a) the name, registered office and company registration number of each entity in the supply chain;(b) the function of each entity in the supply chain; and(c) the location of any premises at which an entity in the supply chain carries out a function in the supply chain; and]
"Waste Hierarchy"	prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011: <ul style="list-style-type: none">(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 this Contract in a way that seeks to:
 - 1.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and
 - 1.1.2 advance:
 - (a) equality of opportunity; and
 - (b) 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

2.1 The Supplier must 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, nor 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 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 this Contract;
- 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 **Error! Reference source not found.** of Schedule 26 the Buyer may by notice:
 - (a) require the Supplier to remove from performance of this Contract any sub-contractor, Supplier Staff or other persons associated with it whose acts or omissions have caused the Default; or
 - (b) immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply.

4. Environmental Requirements

- 4.1 The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.
- 4.2 In performing its obligations under this Contract, the Supplier shall, where applicable to this Contract, 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 this Contract 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 this Contract 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 this Contract 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 this Contract, 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 contract 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.](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

6.1 Where, during the Contract Period, 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

7.1 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 **Error! Reference source not found.** above within fourteen (14) days of such request, provided that such requests are limited to two (2) per requirement per Contract Year.

Annex 1 – Carbon Reduction Plan



Carbon Reduction Plan 2025

Supplier name: Public Digital
Publication date: 12/06/2025

Commitment to achieving Net Zero

Public Digital is committed to taking action to reduce our greenhouse gas emissions down to net zero by 2050.

All of our work involves helping organisations use digital to deliver outcomes that measurably improve people's lives. We promote conscientious design and development practices that produce good user experiences and high performance, and [our approach is inherently mindful of social and ecological impact](#). In order to progress towards being net zero, we are undertaking a combination of emission limitation, reduction and elimination.

As a company we are committed to public disclosure of our emissions. We began calculating, monitoring and publishing our emissions data in 2022. We are continuing to account for our emissions and progress in reduction and elimination on an annual basis. Using this data, we are reviewing our goals and actions each year in order to make our commitments stronger and our corresponding activities more effective.

Baseline Emissions Footprint

Baseline emissions are a record of the greenhouse gases that have been produced in the past and the reference point against which emissions reduction can be measured.

We had a Greenhouse Gas Emissions Inventory carried out by an independent third-party expert (C-Free) covering January - December 2022 (followed by a realignment report conducted by Groundwork East), which serves as our Baseline emissions calculation. The results were as follows:

Baseline Year: 2022	
BASELINE YEAR EMISSIONS	TOTAL (tCO ₂ e)
Scope 1	0.00
Scope 2	4.69
Scope 3 <i>Included Sources (tCO₂e):</i> Category 4: Transportation & Distribution (Upstream) Category 5: Waste Generated in Operations Category 6: Business Travel Category 7: Employee Commuting Category 9: Transportation & Distribution (Downstream)	480.70
Total Emissions	485.39





In 2023 we had a Greenhouse Gas Emissions Inventory carried out by an independent third-party expert (Groundwork East) covering January - December 2023. The results were as follows:

Reporting Year: 2023	
EMISSIONS	TOTAL (tCO ₂ e)
Scope 1	0.00
Scope 2	2.32
Scope 3 <i>Included Sources (tCO₂e):</i> Category 4: Transportation & Distribution (Upstream) Category 5: Waste Generated in Operations Category 6: Business Travel Category 7: Employee Commuting Category 9: Transportation & Distribution (Downstream)	966.74
Total Emissions	969.06

Current Emissions Reporting: 2024

We have had a Greenhouse Gas Emissions Inventory carried out by an independent third-party expert (Groundwork East) covering January - December 2024. The results were as follows:

Reporting Year: 2024	
EMISSIONS	TOTAL (tCO ₂ e)
Scope 1	0.00
Scope 2	2.34
Scope 3 <i>Included Sources (tCO₂e):</i> Category 4: Transportation & Distribution (Upstream): N/A (incl. in Cat.1) Category 5: Waste Generated in Operations: 0.78 Category 6: Business Travel: 614.17 Category 7: Employee Commuting: 21.01 Category 9 - Transportation & Distribution (Downstream): N/A	761.92
Total Emissions	764.27

Carbon Reduction Targets

Acknowledging the climate crisis and committing to net zero are important things to do; achieving net zero greenhouse gas emissions is practically very difficult. In the immediate term, Public Digital is taking action to limit any increase in future carbon emissions, while using offsets to neutralise existing emissions.



p.d

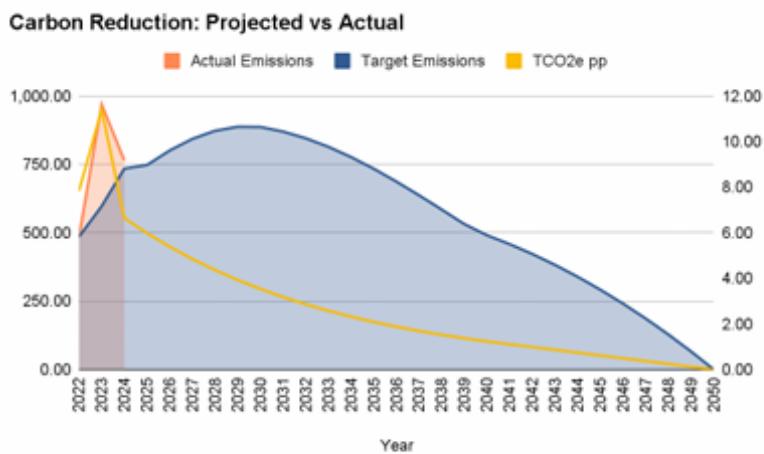
Our steps to reduce our carbon emissions are overseen by our Management Team, and are integrated into a holistic Environmental, Social and Governance efficiencies policy.

In order to continue our progress to achieving Net Zero, we have adopted carbon reduction targets. We have decided to offset 100% of our estimated emissions. We are targeting becoming certified as a carbon neutral company (in line with PAS 2060) by mid-2025.

We have set an initial goal of reducing our emissions against each of our intensity metrics (per per client hour, FTE person, and per £10k of turnover) annually. We will review this year on year with the goal of becoming net zero in advance of 2050.

We project that the intensity of our carbon emissions will decrease over the next six years to 3.7tCO₂e per person by 2030. This is a reduction of 47%.

Progress against our target can be seen in the graph below:



Carbon reduction, offsetting and neutrality are positive steps on the journey towards net zero emissions. As our data and experience improve, we will tighten up our practices and push ourselves for more ambitious goals.

Carbon Reduction Projects

Completed Carbon Reduction Initiatives:

The following environmental management measures and projects have been completed or implemented and in progress since the 2022 baseline.

- Maintaining our use of office space that is powered renewable energy, including securing certification of the energy's origin, and increasing the energy efficiency of hardware and software used in our delivery work
- Minimising staff travel by delivering services remotely wherever suitable
- Limiting air travel to long haul, using public transport and electric vehicles for transit whenever possible, selecting accommodation that can evidence sustainability practices, and exploring sustainable travel booking options

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- Identifying a reduction target for carbon emissions per person as an intensity unit
- Compiling advice and activities to support employees in making ethical and sustainable choices in the course of their work and personal lives, including switching to renewable energy providers and opting in to salary-sacrifice schemes
- Developing our capabilities to advise and support clients in reducing the planetary impacts of their operations through technology and internet ways of working
- Offsetting our carbon emissions

The carbon emission reduction achieved by these schemes equate to **1.2 tCO₂e** per person, a **15%** reduction against the 2022 baseline.

In the future, we hope to implement further measures, we are continuing to review these and to put them into practice, and we look forward to sharing our progress, as well as collaborating and learning alongside our peers and clients, to improve our collective efforts toward healthier environments and fairer societies.

For an organisation like ours some overseas travel is unavoidable and there is not yet a dependable path to net zero aviation. We want to eliminate our emissions without relying on technologies which take carbon out of the atmosphere, which are currently still at an early development stage but we continue to closely monitor aviation and sequestration technologies, welcoming the innovation in these areas and looking for opportunities to use them to further reduce our emissions.

Declaration and Sign Off

This Carbon Reduction Plan has been completed in accordance with PPN 006 and associated guidance and reporting standards for Carbon Reduction Plans.

Emissions have been reported and recorded in accordance with the published reporting standard for Carbon Reduction Plans and the GHG Reporting Protocol corporate standard¹ and uses the appropriate Government emission conversion factors for greenhouse gas company reporting².

Scope 1 and Scope 2 emissions have been reported in accordance with SECR requirements, and the required subset of Scope 3 emissions have been reported in accordance with the published reporting standard for Carbon Reduction Plans and the Corporate Value Chain (Scope 3) Standard³.

This Carbon Reduction Plan has been reviewed and signed off by the board of directors (or equivalent management body).



Ben Terrett, CEO
Date: 12/06/2025

¹ <https://ghgprotocol.org/corporate-standard>

² <https://www.gov.uk/government/collections/government-conversion-factors-for-company-reporting>

³ <https://ghgprotocol.org/standards/scope-3-standard>

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Schedule 27 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under this Contract to the Key Subcontractors set out in the Award Form.
- 1.2 Where during the Contract 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 their 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 Contract Period;
 - 1.3.5 (where applicable) Credit Rating Threshold (as defined in Schedule 24 (*Financial Difficulties*)) of the Key Subcontractor; and
 - 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 ten (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 this Contract;
 - 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 Sub-Contract to the Buyer;
 - 1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under this Contract 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 Contract*) and 14.5 (*What happens if this Contract ends*) of this Contract;
 - 1.5.7 a provision restricting the ability of the Key Subcontractor to subcontract 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)

N/A

Schedule 29 (Key Supplier Staff)

1. Key Supplier Staff

- 1.1 The Annex **Error! Reference source not found.** (Key Role) 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 Contract 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 two (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 ten (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 three (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 (*Key Supplier Staff*) are in addition to and not in substitution for the employment exit provisions of Schedule 7 (*Staff Transfer*).

Annex 1 – Key Roles

XXXX REDACTED

Schedule 30 (Exit Management)

1. Definitions

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

"Ethical Wall Agreement"	an ethical wall agreement in a form similar to the draft ethical wall agreement set out at Annex 2;
"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Third Party Software"	Software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services;

"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule; and
"Virtual Library"	the data repository hosted by the Supplier containing the accurate information about this Contract and the Deliverables in accordance with Paragraph 2.2 of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1 Not used.
- 2.2 During the Contract Period, the Supplier shall within thirty (30) days from the Effective Date (or such other period as is specified in the Award Form) create and maintain a Virtual Library containing:
 - 2.2.1 a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 2.2.2 a configuration database detailing the technical infrastructure, a schedule of the IPRs (consistent with Annex 1 of Schedule 6 (*Intellectual Property*) which the Buyer reasonably requires to benefit from the Deliverables (including who is the owner of such IPRs, the contact details of the owner and whether or not such IPRs are held in escrow), any plans required to be delivered by the Supplier pursuant to Schedule 14 (*Business Continuity and Disaster Recovery*) or Schedule 24 (*Financial Difficulties*) and operating procedures through which the Supplier provides the Deliverables, and the Supplier shall ensure the Virtual Library is structured and maintained in accordance with open standards and the security requirements set out in this Contract and is readily accessible by the Buyer at all times. All information contained in the Virtual Library should be maintained and kept up to date in accordance with the time period set out in the Award Form.

- 2.3 The Supplier shall add to the Virtual Library a list of Supplier Staff and Staffing Information (as that term is defined in Schedule 7 (*Staff Transfer*)) in connection with the Deliverables in accordance with the timescales set out in Paragraphs 1.1, 1.2 of Part E of Schedule 7 (*Staff Transfer*)).
- 2.4 The Supplier shall:
 - 2.4.1 ensure that all Exclusive Assets listed in the Virtual Library are clearly physically identified as such; and
 - 2.4.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.5 Each Party shall appoint an Exit Manager within three (3) Months of the Effective Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any tender notice or associated tender documents and/or to facilitate any potential Replacement Suppliers undertaking due diligence, including without limitation, such information as is required to be provided under Schedule 7 (*Staff Transfer*) (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable or within such other time limits as may be specified within this Contract and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

- 3.5 The Buyer may require the Supplier to enter into the Ethical Wall Agreement at any point during a re-tendering or contemplated re-tendering of the Deliverables or any part of the Deliverables.
- 3.6 If required to enter into the Ethical Wall Agreement, the Supplier will return a signed copy of the Ethical Wall Agreement within ten (10) Working Days of receipt. The Supplier's costs of entering into the Ethical Wall Agreement will be borne solely by the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer (the "**Exit Plan**").
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
 - 4.3.1 how the Exit Information is obtained;
 - 4.3.2 a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining Deliverables under this Contract;
 - 4.3.3 the management structure to be employed during the Termination Assistance Period;
 - 4.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.5 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.6 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.7 the scope of Termination Assistance that may be required for the benefit of the Buyer (including which services set out in Annex 1 are applicable);
 - 4.3.8 how Termination Assistance will be provided, including a timetable and critical issues for providing Termination Assistance;
 - 4.3.9 any charges that would be payable for the provision of Termination Assistance (calculated in accordance with Paragraph 4.4 below) together with a capped estimate of such charges;
 - 4.3.10 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

- 4.3.11 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.12 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.13 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 4.3.14 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.15 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.16 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 Any charges payable as a result of the Supplier providing Termination Assistance shall be calculated and charged in accordance with Schedule 3 (Charges). The Supplier shall be entitled to increase or vary the Charges only if it can demonstrate in the Exit Plan that the provision of Termination Assistance requires additional resources and, in any event, any change to the Charges resulting from the provisions of Termination Assistance will be strictly proportionate to the level of resources required for the provision of the Termination Assistance Services.

4.5 The Supplier shall:

- 4.5.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period;
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.5.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

4.6 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.5 (as the context requires), shall that draft become the Exit Plan for this Contract.

4.7 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
 - 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date eighteen (18) Months after the End Date; and
 - 5.2.2 the Buyer shall notify the Supplier of any such extension by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Key Performance Indicators, the provision of the Management Information or any

other reports nor to any other of the Supplier's obligations under this Contract;

- 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date contents of the Virtual Library to the Buyer; and
- 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Key Performance Indicators, the Parties shall vary the relevant Key Performance Indicators and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - 7.2.1 cease to use the Government Data, other than Government Data (i) the Supplier is required to retain copies of by Law (ii) that is Personal Data in respect of which the Supplier is a Controller; and (iii) in respect of which the Supplier has rights to hold the Government Data independently of this Contract;
 - 7.2.2 vacate any Buyer Premises;
 - 7.2.3 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.4 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the

reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes.

8. Assets, Sub-contracts and Software

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

- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
- 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date contents of the Virtual Library provided by the Supplier, the Buyer shall notify the Supplier setting out:

- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
- 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,the Buyer and/or the Replacement Supplier requires the continued use of; and
- 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services. Where requested by the Supplier, the Buyer and/or its Replacement Supplier shall discuss in good faith with the Supplier

which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.

- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
 - 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
 - 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 23.2 (*Other people's rights in this contract*) shall not apply to this Paragraph 8.9 which is intended to be enforceable by third party beneficiaries by virtue of the CRTPA.

9. No charges

Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

- 10.1.1 the amounts shall be annualised and divided by three hundred and sixty five (365) to reach a daily rate;
- 10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- 10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Annex 1 – Scope of Termination Assistance

1. Scope of Termination Assistance

- 1.1 The Buyer may specify that any of the following services will be provided by the Supplier as part of its Termination Assistance:
 - 1.1.1 notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - 1.1.2 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Buyer and/or the Replacement Supplier after the end of the Termination Assistance Period;
 - 1.1.3 providing details of work volumes and staffing requirements over the twelve (12) Months immediately prior to the commencement of Termination Assistance;
 - 1.1.4 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Deliverables and re-writing and implementing these during and for a period of twelve (12) Months after the Termination Assistance Period;
 - 1.1.5 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Deliverables and re-writing and implementing these such that they are appropriate for the continuation of provision of the Deliverables after the Termination Assistance Period;
 - 1.1.6 agreeing with the Buyer an effective communication strategy and joint communications plan which sets out the implications for Supplier Staff, Buyer staff, customers and key stakeholders;
 - 1.1.7 agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;
 - 1.1.8 providing an information pack listing and describing the Deliverables for use by the Buyer in the procurement of the Replacement Deliverables;
 - 1.1.9 answering all reasonable questions from the Buyer and/or the Replacement Supplier regarding the Deliverables;
 - 1.1.10 agreeing with the Buyer and/or the Replacement Supplier a plan for the migration of the Government Data to the Buyer and/or the Replacement Supplier;
 - 1.1.11 providing access to the Buyer and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding six (6) Months afterwards for the purpose of the smooth transfer of the provision of the Deliverables to the Buyer and/or the Replacement Supplier;

- (a) to information and documentation relating to the Deliverables that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and will procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
- (b) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Staff who have been involved in the provision or management of the provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors, including those employees filling the relevant Key Staff positions and Key Staff with specific knowledge in respect of the Exit Plan;

1.1.12 knowledge transfer services, including:

- (a) making available to the Buyer and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff at the time of termination or expiry as are nominated by the Buyer and/or the Replacement Supplier (acting reasonably);
- (b) transferring all training material and providing appropriate training to those Buyer and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Deliverables;
- (c) providing as early as possible for transfer to the Buyer and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Deliverables which may, as appropriate, include information, records and documents;
- (d) providing the Supplier and/or the Replacement Supplier with access to sufficient numbers of the members of the Supplier Staff or Subcontractors' personnel of suitable experience and skill and as have been involved in the design, development, provision or management of provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors; and
- (e) allowing the Buyer and/or the Replacement Supplier to work alongside and observe the performance of the Services by the Supplier at its Sites used to fulfil the Services (subject to compliance by the Buyer and the Replacement Supplier with any applicable security and/or health and safety restrictions, and any such person who is provided with knowledge transfer services will sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require)).

1.2 The Supplier will:

- 1.2.1 provide a documented plan relating to the training matters referred to in Paragraph 1.1.12 for agreement by the Buyer at the time of termination or expiry of this Contract; and
- 1.2.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1.7, providing skills and expertise of a suitable standard.

- 1.3 To facilitate the transfer of knowledge from the Supplier to the Buyer and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services to the operations staff of the Buyer and/or the Replacement Supplier.
- 1.4 The information which the Supplier will provide to the Buyer and/or the Replacement Supplier pursuant to Paragraph 1.1.11 shall include:
 - 1.4.1 copies of up-to-date procedures and operations manuals;
 - 1.4.2 product information;
 - 1.4.3 agreements with third party suppliers of goods and services which are to be transferred to the Buyer and/or the Replacement Supplier; and
 - 1.4.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Buyer pursuant to this Schedule,

and such information shall be updated by the Supplier at the end of the Termination Assistance Period.

- 1.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and suppliers) of the Replacement Supplier and/or the Buyer access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:
 - 1.5.1 any such agent or personnel (including employees, consultants and suppliers) having such access to any Sites shall:
 - (a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
 - (b) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Buyer deems reasonable; and
 - 1.5.2 the Buyer and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

Annex 2 – Draft Ethical Wall Agreement

HMRC

and

[_____]

ETHICAL WALL AGREEMENT

This Agreement is dated [] 20[] (the "**Effective Date**").

Between:

- (1) **HMRC** (the "**Buyer**") acting on behalf of the Crown, of [100 Parliament Street, London SW1A 2BQ]; and
- (2) **[NAME OF SUPPLIER]** a [company]/[limited liability partnership] registered in England and Wales under registered number [insert registered number] whose registered office is at [insert Supplier's registered address] (the "**Supplier**"),

together the "**Parties**" and each a "**Party**".

BACKGROUND

- A. The Buyer is obliged to ensure transparency, fairness, non-discrimination and equal treatment in relation to its procurement process pursuant to the Procurement Act 2023 and any regulations made under it. The purpose of this document ("**Agreement**") is to define the protocols to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the Purpose (defined below).
- B. The Buyer is conducting a procurement exercise for the provision of a Digital Delivery Partner (the "**Purpose**").
- C. The Parties wish to enter into this Agreement to ensure that a set of management processes, barriers and disciplines are put in place to ensure that conflicts of interest do not arise, and that the Supplier does not obtain an unfair competitive advantage over Other Bidders.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following capitalised words and expressions shall have the following meanings in this Agreement and its recitals:

"Affiliate" means 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;

"Agreement" means this ethical walls agreement duly executed by the Parties;

"Bid Team" means any Representatives of the Supplier, any of its Affiliates and/or any Subcontractors connected to the preparation of a Tender Response;

"Central Government Body" means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics, including:

- (a) Government Departments;

- (b) Non-Departmental Public Bodies or Assembly Sponsored Public Bodies (advisory, executive, or tribunal);
- (c) Non-Ministerial Departments; or
- (d) Executive Agencies;

"Conflicted Personnel" means any Representatives of:

the Supplier;
any of the Supplier's Affiliates; and/or
any Subcontractors,

who, because of the Supplier's, any of its Affiliates' and/or any Subcontractors' relationship with the Buyer under any Contract, have or have had access to information which creates or may create a conflict of interest or provide the Bid Team with an unfair advantage as regards information Other Bidders would not have;

"Contract" means any pre-existing or previous contract between the Buyer and:

- (a) the Supplier;
- (b) any of the Supplier's Affiliates;
- (c) any Subcontractors; and/or
- (d) any other Third Party,

relating to the subject matter of the Purpose at the date of the commencement of the Tender Process;

"Control" means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and **"Controlled"** shall be construed accordingly;

"Effective Date" means the date of this Agreement as set out above;

"Other Bidder" means any other bidder or potential bidder that is not the Supplier or any of its Affiliates that has taken or is taking part in the Tender Process;

"Procurement Process" means the period commencing on the earlier of: (a) the publication of the first notice in relation to the Purpose; and (b) the execution of this Agreement, and ending on the occurrence of: (i) the publication by the Buyer of the contract details notice; or (ii) the abandonment or termination of the Tender Process as notified by the Buyer;

"Professional Advisor" means a supplier, subcontractor, advisor or consultant engaged by the Supplier and/or any of its Affiliates under the auspices of compiling its Tender Response;

"Purpose" has the meaning given to it in recital B to this Agreement;

"Representative" refers to a person's officers, directors, employees, advisers (including the officers, directors, employees, advisers and agents of any Professional Advisors), agents and, where the context admits, providers or potential providers of finance (including their representatives) to the Supplier,

any of its Affiliates and/or any subcontractors engaged in connection with the Tender Process;

"Subcontractor" means an existing or proposed subcontractor of:

- (a) the Supplier; and/or
- (b) any of the Supplier's Affiliates,

who is connected to the preparation of an Tender Response (including key subcontractors named in the Tender Response);

"Tender Process" means, with regard to the Purpose, the relevant procedure provided for in the Procurement Act 2023 (as amended), which the Buyer has elected to use to select a contractor or contractors, together with all relevant information, data, correspondence and/or documents issued and/or made available by or on behalf of the Buyer as part of that procurement exercise and all information, correspondence and/or documents issued and/or made available by or on behalf of the bidders in response together with any resulting contracts;

"Tender Response" means the tender(s) submitted, or to be submitted, by the Counterparty, any of its Affiliates and/or any Subcontractors in response to any invitation(s) to submit bids under the Tender Process;

"Third Party" means any person who is not a Party, including Other Bidders, their Affiliates and/or their Representatives; and

"Working Day" means any day of the week other than a weekend, when Banks in England and Wales are open for business.

- 1.2 Reference to the disclosure of information includes any communication or making available information and includes both direct and indirect disclosure.
- 1.3 Reference to the disclosure of information, or provision of access, by or to the Buyer, the Supplier, any of the Supplier's Affiliates and/or any Subcontractors includes disclosure, or provision of access, by or to the Representatives of the Buyer, the Supplier, any of its Affiliates and/or any Subcontractors (as the case may be).
- 1.4 Reference to persons includes legal and natural persons.
- 1.5 Reference to any enactment is to that enactment as amended, supplemented, re-enacted or replaced from time to time.
- 1.6 Reference to clauses and recitals is to clauses of and recitals to this Agreement.
- 1.7 Reference to any gender includes any other.
- 1.8 Reference to writing includes email.
- 1.9 The words "**include**" and "**including**" are to be construed without limitation.
- 1.10 The singular includes the plural and vice versa.
- 1.11 The headings contained in this Agreement shall not affect its construction or interpretation.

2. Ethical walls

In consideration of the sum of £1 payable by the Buyer to the Supplier, receipt of which is hereby acknowledged, the Parties agree to be bound by the terms of this Agreement.

3. Conflicts of Interest

3.1 The Supplier:

- 3.1.1 shall take all appropriate steps to ensure that neither the Supplier, nor its Affiliates, nor any Subcontractors nor any Representatives are in a position where, in the reasonable opinion of the Buyer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier, any of its Affiliates, any Subcontractors and/or any Representatives and the duties owed to the Buyer under any Contract or pursuant to an open and transparent Tender Process; and
- 3.1.2 acknowledges and agrees that a conflict of interest may arise in situations where the Supplier, any of its Affiliates, any Subcontractors and/or any Representatives intend to take part in the Tender Process and because of the Supplier's, any of its Affiliates', any Subcontractors' and/or any Representatives' relationship with the Buyer under any Contract, the Supplier, any of its Affiliates, any Subcontractors and/or any Representatives have or have had access to information which could provide the Supplier, any of its Affiliates, any Subcontractors and/or any Representatives with an advantage and render unfair an otherwise genuine and open competitive Tender Process.

- 3.2 Where there is or is likely to be a conflict of interest, or the perception of a conflict of interest, of any kind in relation to the Tender Process, the Supplier shall take such steps that are necessary to eliminate the conflict of interest to the Buyer's satisfaction, including one or more of the following:
 - 3.2.1 not assigning any of the Conflicted Personnel to the Bid Team at any time;
 - 3.2.2 providing to the Buyer promptly upon request a complete and up to date list of any Conflicted Personnel and the personnel comprising the Bid Team and reissue such list to the Buyer promptly upon any change to it;
 - 3.2.3 ensuring that no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives results in information of any kind, however conveyed, or in any format and however so stored:
 - (a) about the Tender Process (gleaned from the performance of any Contract or otherwise); and/or
 - (b) which would or could in the opinion of the Buyer confer an unfair advantage on the Supplier in relation to its participation in the Tender Process,

becoming available to the Bid Team where the Buyer has not made generally available that information to Other Bidders;

- 3.2.4 ensuring that by no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives and in particular the Bid Team results in information of any kind, however conveyed, in any format and however so stored about the Tender Process, its operation and all matters connected or ancillary to it becoming available to the Conflicted Personnel;
- 3.2.5 ensure that agreements that flow down the Supplier's obligations in this Agreement, are entered into as necessary, between the Supplier and its Affiliates and any Subcontractors [in a form to be approved by the Buyer];
- 3.2.6 physically separating the Conflicted Personnel and the Bid Team, either in separate buildings or in areas with restricted access;
- 3.2.7 providing regular training to its Affiliates, any Subcontractors and/or Representatives to ensure it is complying with this Agreement;
- 3.2.8 monitoring Conflicted Personnel movements within restricted areas (both physical and electronic online areas) to ensure it is complying with this Agreement and to ensure adherence to the ethical wall arrangements the Supplier, its Affiliates, any Subcontractors and/or any Representatives have put in place in order to comply with this Agreement;
- 3.2.9 ensuring that the Conflicted Personnel and the Bid Team are line managed and report independently of each other; and
- 3.2.10 complying with any other action as the Buyer, acting reasonably, may direct in connection with the Tender Process and/or this Agreement.

4. Notification of Conflicts of Interest

- 4.1 The Supplier shall:
 - 4.1.1 notify the Buyer immediately in writing of all perceived, potential and/or actual conflicts of interest that arise or have arisen;
 - 4.1.2 submit in writing to the Buyer full details of the nature of the perceived, potential and/or actual conflict of interest including full details of the risk assessments undertaken, the impact or potential impact of the perceived, potential and/or actual conflict, the measures and arrangements that have been established and/or are due to be established, to eliminate the perceived, potential and/or actual conflict, and the Supplier's plans to prevent potential conflicts of interests from arising ("**Proposed Avoidance Measures**"); and
 - 4.1.3 seek the Buyer's approval to the Proposed Avoidance Measures which the Buyer shall have the right to grant, grant conditionally or deny (if the Buyer rejects the Proposed Avoidance Measures the Supplier shall repeat the process set out in this Clause 2.4 until

such time as the Buyer grants approval or the Supplier withdraws from the Tender Process).

- 4.2 The Supplier will provide to the Buyer, on demand, any and all information in relation to its adherence with its obligations set out under Clauses 2.2 and 2.3 as reasonably requested by the Buyer.
- 4.3 The Buyer reserves the right to require the Supplier to demonstrate the measures put in place by the Supplier under Clauses 2.2 and 2.3.
- 4.4 The Supplier acknowledges that any provision of information or demonstration of measures, in accordance with Clauses 2.5 and 2.6, does not constitute acceptance by the Buyer of the adequacy of such measures and does not discharge the Supplier of its obligations or liability under this Agreement.

5. Exclusion from the Tender Process

- 5.1 Where, in the reasonable opinion of the Buyer, there has been any breach by the Supplier of Clauses 2.2, 2.3, or 2.4 or failure to obtain the Buyer's approval of the Proposed Avoidance Measures the Buyer shall be entitled to exclude the Supplier, or any of its Affiliates and/or any Representatives, from the Tender Process, and the Buyer may, in addition to the right to exclude, take such other steps as it deems necessary.
- 5.2 The actions of the Buyer pursuant to Clause 2.8 shall not prejudice or affect any right of action or remedy under this Agreement or at law which shall have accrued or shall thereafter accrue to the Buyer.

6. Bid Costs

- 6.1 In no event shall the Buyer be liable for any bid costs incurred by:
 - 6.1.1 the Supplier or any of its Affiliates, any Representatives and/or any Subcontractors; or
 - 6.1.2 any Third Party,as a result of any breach of this Agreement by the Supplier, any of its Affiliates, any Subcontractors and/or Representatives, including where the Supplier, any of its Affiliates, any Subcontractors or Representatives, or any Third Party is or are excluded from the Tender Process.

7. Specific Remedies

- 7.1 The Supplier acknowledges and agrees that:
 - 7.1.1 neither damages nor specific performance are adequate remedies in the event of a breach of the obligations in Clause 2; and
 - 7.1.2 in the event of a breach of any of the obligations in Clause 2 which cannot be effectively remedied the Buyer shall have the right to terminate both this Agreement and the Supplier's participation in the Tender Process in each case with immediate effect on written notice.

8. Sole responsibility

It is the sole responsibility of the Supplier to comply with the terms of this Agreement, including ensuring its Affiliates, any Subcontractors, and/or any Representatives comply with the terms of this Agreement. No approval by the Buyer of any procedures, agreements or arrangements provided by the Supplier, any of its Affiliates, any Subcontractors and/or their Representatives to the Buyer shall discharge the Supplier's obligations.

9. Waiver and invalidity

- 9.1 No failure or delay by any Party in exercising any right, power or privilege under this Agreement or by law shall constitute a waiver of that or any other right, power or privilege, nor shall it restrict the further exercise of that or any other right, power or privilege. No single or partial exercise of such right, power or privilege shall prevent or restrict the further exercise of that or any other right, power or privilege.
- 9.2 If any provision of this Agreement is prohibited or unenforceable in any jurisdiction in relation to any Party, such prohibition or unenforceability will not invalidate the remaining provisions of this Agreement, or affect the validity or enforceability of the provisions of this Agreement in relation to any other Party or any other jurisdiction.

10. Assignment and novation

- 10.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Buyer.
- 10.2 The Buyer may assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:
 - 10.2.1 any Central Government Body; or
 - 10.2.2 to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Buyer; and
 - 10.2.3 the Supplier shall, at the Buyer's request, enter into a novation agreement in such form as the Buyer may reasonably specify in order to enable the Buyer to exercise its rights pursuant to this Clause 5.
- 10.3 A change in the legal status of the Buyer such that it ceases to be a Central Government Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Buyer.

11. Contracts (Rights of Third Parties) Act 1999

A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any term of this Agreement, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

12. Transparency

The Parties acknowledge and agree that the Buyer is under a legal duty pursuant to the Procurement Act 2023 to run procurement processes in accordance with section 12 of the Procurement Act 2023. Accordingly, the Buyer may disclose the contents of this Agreement to Other Bidders (and/or potential Other Bidders) for the purposes of transparency and in order to evidence that a fair procurement process has been followed.

13. Notices

13.1 Any notices sent under this Agreement shall be in writing and be served by e-mail unless it is not practicable to do so.

13.2 Subject to Clause 8.1, the following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email.	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery.	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Royal Mail Signed For™ 1 st Class or other prepaid, next Working Day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

13.3 Notices shall be sent to the e-mail addresses (or address, where e-mail is not practicable) set out below or at such other address as the relevant Party

may give notice to the other Party for the purpose of service of notices under this Agreement:

	Supplier	Buyer
Contact		
Email		
Address		

13.4 This Clause 8 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

14. Waiver and cumulative remedies

14.1 The rights and remedies under this Agreement may be waived only by notice, and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

15. Term

Each Party's obligations under this Agreement shall continue in full force and effect for period of 2 years from the Effective Date (+ any extensions).

16. Governing law and jurisdiction

16.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

16.2 The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

Signed by the Buyer

Name:

Signature:

Position in Buyer:

Signed by the Supplier

Name:

Signature:

Position in Supplier:

Schedule 31 (Buyer Specific Terms)

To be finalised prior to contract award

HMRC-SPECIFIC TERMS

HMRC'S MANDATORY TERMS

- A. For the avoidance of doubt, references to 'this Contract' mean this Contract between the Supplier and the Buyer.
- B. References to 'the Buyer' (the Commissioners for His Majesty's Revenue and Customs).
- C. This Contract incorporates the Buyer's mandatory terms set out in this Schedule 31.
- D. In case of any ambiguity or conflict, the Buyer's mandatory terms in this Schedule 31 will supersede any other terms in this Contract.
- E. For the avoidance of doubt, the relevant definitions for the purposes of the defined terms set out in the Buyer's mandatory terms in this Schedule 31 are the definitions set out at Paragraph 1 of this Schedule 31.
- F. For the avoidance of doubt, the HMRC specific terms below are for HMRC use and should not be used by any other organisation.

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"Connected Company"	means, in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person;
"Documentary Deliverable"	means any Deliverable that is in the form of a written document;
"General Anti-Abuse Rule"	<ul style="list-style-type: none">(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 contributions	Insurance
"Occasion of Tax Non – Compliance"	where:	
	(a) any Tax Return of the Supplier and/or its Sub-contractor and/or any non-submission of a Tax return (whether deliberate or by omission) by the Supplier and/or its Sub-contractor to the Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:	
	i. a Relevant Tax Authority successfully challenging the Supplier or relevant Sub-contractor under the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR;	
	ii. the failure of an avoidance scheme which the Supplier or relevant Sub-contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or	
	iii. the Tax affairs of the Supplier or any of its Sub-contractors have given rise to a criminal conviction in any jurisdiction for Tax related offence within the last five (5) years which is not spent at the Effective Date or to a civil penalty for fraud or evasion within the last three (3) years; covered by exclusion grounds	
	(b) For these purposes:	

- i. a return is "submitted" when it is first submitted to the Relevant Tax Authority and any subsequent amendments or re-submissions are to be ignored; and
- ii. a Relevant Tax Authority will not be deemed to have "successfully challenged" the Supplier or a Sub-contractor until an appeal against such a challenge is no longer possible.

"Prohibited Transactions"

means any arrangement involving the use of offshore entities the main purpose of which, or one of the main purposes of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them, on or in connection with the payments made by or on behalf of the Buyer under or in connection with the payments made by or on behalf of the Buyer under or pursuant to this Contract, or in the case of any Key Sub-contractor and its Connected Companies, United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the Supplier under the relevant subcontract. Prohibited Transactions do not include transactions made between the Supplier and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties' business;

"Sanitised Personal Data"

means data derived from Personal Data Processed by the Supplier in connection with this Contract which has had any designatory data identifiers removed so that an individual cannot be identified;

"Tax"

means

- (a) all forms of tax whether direct or indirect;

- (b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;
- (c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and
- (d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,

in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;

"Tax Revenue"

means any Tax, levy or duty due to be collected by the Buyer and/or any reimbursement of Tax, levy or duty, correctly paid to the Buyer, as a result of a Default by the Supplier; and

"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.

2. Compliance with Tax Laws

2.1 The Supplier represents and warrants that:

- 2.1.1 in the three (3) years prior to the Effective Date, it has been in full compliance with all applicable securities and Tax Laws and regulations in the United Kingdom and in the jurisdiction in which it is established; and
- 2.1.2 it has notified the Buyer in writing of any Occasions of Tax Non Compliance and any litigation, enquiry or investigation in which it or

its Subcontractors are involved that is in connection with, or which may lead to, any Occasion of Tax Non Compliance.

- 2.2 The Supplier shall at all times comply with all Laws relating to Tax and with the equivalent legal provisions of the country in which the Supplier is established.
- 2.3 The Supplier shall provide to the Buyer the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor prior to the commencement of any work under this Contract by that agent, supplier or Subcontractor. Where requested by the Buyer, the Supplier will not employ or will cease to employ any agent, supplier or Subcontractor.
- 2.4 Where an amount of Tax, including any assessed amount, is due from the Supplier an equivalent amount may be deducted by Buyer from the amount of any sum due to the Supplier under this Contract.
- 2.5 The Supplier must indemnify the Buyer against costs or penalty levied or assessed on the Buyer resulting at any time in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Contract. Any amounts due under this Paragraph 2.5 must be paid to the Buyer not less than 5 Working Days before the date upon which the Tax or other liability is payable by the Buyer.
- 2.6 The Supplier shall promptly provide all information which demonstrates how the Supplier complies with its Tax obligations.
- 2.7 The Buyer can terminate this Contract immediately by giving notice to the Supplier if the Supplier fails to comply (or if the Buyer otherwise becomes aware that the Supplier has failed to comply) with any of the terms of this Paragraph 2 and the consequences of termination set out in Clause 14.4 of the Core Terms shall apply.
- 2.8 The Buyer may internally share any information which it receives under this Paragraph 2, for the purpose of the collection and management of revenue for which the Buyer is responsible.

3. Use of Off-shore Tax Structures

- 3.1 The Supplier must not, and will ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) will not, have or put in place (unless agreed with the Buyer) any arrangements involving the use of offshore companies other offshore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them on or in connection with the payments made by or on behalf of the Buyer under or pursuant to this Contract or, in the case of any Key Subcontractor and its Connected Companies, United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the Supplier under to the relevant subcontract ("Prohibited Transactions"). Prohibited Transactions do not include transactions made between the Supplier and its Connected Companies or a Key Subcontractor

and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties' business.

- 3.2 The Supplier must notify the Buyer in writing (with reasonable supporting detail) of any proposal for the Supplier or any of its Connected Companies, or for a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier must notify the Buyer within a reasonable time to allow the Buyer to consider the proposed Prohibited Transaction before it is due to be put in place.
- 3.3 In the event of a Prohibited Transaction being entered into in breach of Paragraph 3.1 above, or if circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with the Buyer and, in order to ensure future compliance with Paragraphs 3.1 and 3.2, the Parties (and the Supplier shall procure that the Key Subcontractor, where applicable) shall agree (at no cost to the Buyer) timely and appropriate changes to any such arrangements by the undertakings concerned.
- 3.4 The Buyer can terminate this Contract immediately by giving notice to the Supplier if the Supplier fails to comply (or if the Buyer otherwise becomes aware that the Supplier has failed to comply) with any of the terms of this Paragraph 3 and the consequences of termination set out in Clause 14.4 of the Core Terms shall apply.

4. Compliance with Tax and Finance Legislation

- 4.1 The Supplier will comply with, and ensure that all Subcontractors and Supplier Staff will comply with:
 - 4.1.1 the obligations set out in Section 182 of the Finance Act 1989 and Section 18 of the Commissioners for Revenue and Customs Act 2005 to maintain the confidentiality of Government Data. The Supplier acknowledges a breach of these obligations may lead to a prosecution under Section 182 of the Finance Act 1989 and/or Section 19 of the Commissioners for Revenue and Customs Act 2005; and
 - 4.1.2 Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Deliverables. The Supplier acknowledges that a breach of its obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.
- 4.2 The Supplier must regularly (not less than once every 6 months) remind all Supplier Staff in writing of the obligations of Supplier Staff set out in Paragraph 4.1 above. The Supplier must monitor the Supplier Staff's compliance with these obligations.
- 4.3 The Supplier must ensure that all Supplier Staff who will have access to Government Data sign a declaration, in a form acceptable to the Buyer, acknowledging that they understand and have been informed about the application and effect of Section 18 and 19 of the Commissioners for Revenue and Customs Act 2005. The Supplier will provide a copy of each such signed declaration to the Buyer upon request.

5. Supply Chain Protection

- 5.1 Unless otherwise agreed by the Buyer must ensure that each subcontract with a Key Subcontractor includes obligations on the Key Subcontractor which are no less onerous than those imposed on the Supplier under this Contract in respect of:
 - 5.1.1 the tax compliance requirements set out at Paragraph 2; and
 - 5.1.2 use of off-shore tax structures set out at Paragraph 3.
- 5.2 In addition to its rights under the Core Terms and Schedule 27 (*Key Subcontractor*), at the Buyer's request the Supplier must terminate any subcontract where the relevant subcontractor has failed to comply with the terms of its Subcontract equivalent to those set out in Paragraphs 3 and 4.

6. Responsibility for Losses

- 6.1 In spite of Clause 15.1 of the Core Terms, the Supplier does not limit or exclude its liability for the indemnity given under Paragraph 2.5.
- 6.2 In spite of Clause 15.2 of the Core Terms, the Supplier acknowledges that the Buyer may, amongst other things recover from the Supplier the following Losses to the extent that they arise as a result of a Default by the Supplier:
 - 6.2.1 the total amount of Tax Revenue which would have been collected and/or the total amount of any benefit or tax credit overpayment which would not have been made by or on behalf of the Buyer had the Default not occurred; and
 - 6.2.2 any operational and/or administrative costs and expenses incurred by the Buyer in connection with dealing with a loss of Tax Revenue and/or any overpayment of any benefit or tax credit made as a result of a Default.

7. Invoicing

In addition to the invoicing requirements set out in the Core Terms, the Supplier must ensure that it receives a purchase order number from the Buyer prior to providing any Deliverables. The Supplier acknowledges that if it does provide Deliverables prior to obtaining a purchase order number then the Supplier does so at its own risk and the Buyer is not required to pay any Charges without a valid purchase order number having been provided.

8. Non-solicitation

The Supplier must not, and must ensure that no Subcontractor will, during the Contract Period and for 12 months following the termination or expiry of this Contract either directly or indirectly solicit (or seek to attempt to solicit) from the employment of the Buyer or from the employment of any Service Recipient and/or Revenue and Customs Digital Technology Services (RCDTS) any person employed by the Buyer, Service Recipient and/or RCDTS in the receipt and/or administration of the Deliverables.

9. Protection of Buyer Personal Data

9.1 In addition to the data protection responsibilities set out in the Core Terms and Schedule 20 (*Processing Data*):

- 9.1.1 insofar as the Processes Sanitised Personal Data, the Supplier must not reverse engineer or unencrypt such Sanitised Personal Data or use any data matching techniques to reconstitute the Personal Data from which the Sanitised Personal Data is derived; and
- 9.1.2 the Supplier must not without the prior written consent of the Buyer convert any Personal Data for "big data" analysis or purposes or match or compare any Personal Data with or against any other Personal Data (whether the Supplier's or any third party's). Where the Buyer consents to the Supplier's use of Personal Data for the steps described in this Paragraph 9.1.2, the Supplier must only do so strictly to the degree necessary to fulfil its obligations under this Contract.

10. Not Used

11. Standards

11.1 In addition to the Standards set out in the Core Terms and elsewhere within this Contract, the Supplier must comply with:

- 11.1.1 the security requirements in Schedule 16 (*Security*) which will, as a minimum, be ISO27001 and the government-sponsored cyber essentials.

12. Not used

13. Insurance Requirements

13.1 In addition to the insurance requirements set out in Schedule 22 (*Insurance Requirements*), where any of the insurances are stated to have a minimum limit "in the aggregate":

- 13.1.1 if a claim which does not relate to this Contract is notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier must immediately provide to the Buyer:
 - (a) details of that policy; and
 - (b) its proposed solution for maintaining the minimum limit of indemnity specified; and
 - (c) if the level of insurance cover available falls below that minimum because a claim which does not relate to this Contract are paid by insurers, the Supplier must:

- (i) ensure that the insurance cover is reinstated to maintain the minimum limit of indemnity specified for claims relating to this Contract; or
- (ii) if the Supplier is unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately provide the Buyer with details of the relevant policy and its proposed solution for maintaining the minimum limit of indemnity specified.

13.2 I Not Used

14. Confidentiality, Transparency and Publicity

- 14.1 In addition to the confidentiality requirements set out in Clause 19 of the Core Terms (*Confidentiality*), the Supplier shall not, and shall take reasonable steps to ensure that Supplier Staff shall not:
 - 14.1.1 make any press announcement or publicise this Contract or any part of this Contract in any way, or
 - 14.1.2 use the Buyer's name or brand in any promotion or marketing or announcement of orders, except with the prior written consent of the Buyer.
- 14.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.
- 14.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Buyer shall be responsible for determining in its absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other terms of this Contract, the Supplier hereby gives his consent for the Buyer to publish the Agreement in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to this Contract, to the general public. The Buyer may consult with the Supplier to inform its decision regarding any redactions but the Buyer shall have the final decision at its absolute discretion.
- 14.4 The Supplier shall assist and co-operate with the Buyer to enable the Buyer to publish this Contract.

15. Tax

- 15.1 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.

15.2 Where an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within five (5) Working Days including:

- 15.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
- 15.2.2 other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.

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Schedule 32 (Background Checks)

N/A

Schedule 33 (Scottish Law)

N/A

Schedule 34 (Northern Ireland Law)

N/A

Schedule 35 (Lease Terms)

N/A