



Government
Legal Department



Cabinet Office

DATED 20th JANUARY 2025

(1) NW Firecontrol Ltd

and

(2) Frequentis (UK) Ltd

DEED OF CONTRACT

relating to

Provision of a Mobilising System Solution and associated Services

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THIS DEED OF CONTRACT is made on the 20th day of January 2025

BETWEEN:

- (1) NW FIRECONTROL LIMITED a company registered in England and Wales under company number 06314891 whose registered office is at Lingley Mere Business Park, Lingley Green Avenue, Warrington, Cheshire WA5 3UZ (the “**Authority**”); and
- (2) FREQUENTIS (UK) LIMITED a company registered in England and Wales under company number 02704890 whose registered office is at Regal House, 70 London Road, Twickenham, Surrey, United Kingdom, TW1 3QS (the “**Supplier**”)

(each a “**Party**” and together the “**Parties**”).

INTRODUCTION

- (A) The Authority is a company limited by guarantee, whose members are the four fire and rescue service authorities in North West England (Cheshire, Cumbria, Lancashire and Greater Manchester) (the Fire Authorities). The Authority provides a control room service to the Fire Authorities, and when necessary, to Other Fire Authorities. The Authority wishes to procure a new CAD (computer aided dispatch) system and new ICCS (integrated communication and control system) and to procure support and maintenance for the overall Mobilising System Solution.
- (B) On 2 February 2024 the Authority advertised on Find a Tender (reference 2024/S 000-003509), inviting prospective suppliers to submit proposals for the provision of a mobilising system solution and associated support and maintenance and (where applicable) hosting services.
- (C) The Supplier is a leading provider of mission critical services to UK and European public safety customers and has experience in the provision of mobilising system solutions and associated support and maintenance and (where applicable) hosting services.
- (D) On the basis of the Supplier's response to the advertisement and a subsequent tender process, the Authority selected the Supplier.
- (E) The Parties have agreed to contract with each other in accordance with the terms and conditions set out below.

IT IS AGREED as follows:

Section A: Preliminaries

1 Definitions and Interpretation

- 1.1 In this Contract, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (*Definitions*) or the relevant Schedule in which that capitalised expression appears.
- 1.2 Interpretation is as set out in Schedule 1 (*Definitions*).
- 1.3 If there is any conflict between the Clauses and the Schedules and/or any Annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:
 - 1.3.1 the Clauses and Schedule 1 (*Definitions*);
 - 1.3.2 Schedules 2 (*Services Description*) and 3 (*Performance Levels*) and their Annexes;
 - 1.3.3 any other Schedules and their Annexes (other than Schedule 8 (*Supplier Solution*) and its Annexes); and
 - 1.3.4 Schedule 8 (*Supplier Solution*) and its Annexes (if any) unless any part of the Supplier Solution offers a better commercial position for the Authority (as decided by the Authority, in its absolute discretion), in which case that part of the Supplier Solution will take precedence over the documents above.
- 1.4 The Schedules and their Annexes form part of this Contract.
- 1.5 Not used.

2 Due Diligence

- 2.1 The Supplier acknowledges that, subject to the Allowable Assumptions:
 - 2.1.1 the Authority has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Contract;
 - 2.1.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;
 - 2.1.3 it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Effective Date) of all relevant details relating to:
 - (a) the Authority Requirements;
 - (b) the suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Effective Date) future Operating Environment;
 - (c) the operating processes and procedures and the working methods of the Authority;

- (d) the ownership, functionality, capacity, condition and suitability for use in the Services of the Authority Assets; and
- (e) the existing contracts (including any licences, support, maintenance and other agreements relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Services; and
- (f) it has advised the Authority in writing of:
 - (i) each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
 - (ii) the actions needed to remedy each such unsuitable aspect; and
 - (iii) 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, including the Services Description and/or Authority Responsibilities as applicable.

2.2 The Supplier shall not be excused from the performance of any of its obligations under this Contract on the grounds of, nor, subject to Clause 2.3, shall the Supplier be entitled to recover any additional costs or charges, arising as a result of:

- 2.2.1 any unsuitable aspects of the Operating Environment;
- 2.2.2 any misinterpretation of the Authority Requirements; and/or
- 2.2.3 any failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.

2.3 The Parties shall comply with the provisions of Paragraph 6 of Part C of Schedule 15 (*Charges and Invoicing*) in relation to the verification of any Allowable Assumptions.

3 Warranties

3.1 The Authority represents and warrants that:

- 3.1.1 it has full capacity and authority to enter into and to perform this Contract;
- 3.1.2 this Contract is entered into by its duly authorised representative;
- 3.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Contract; and
- 3.1.4 its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to

equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law).

3.2 The Supplier represents and warrants that:

- 3.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- 3.2.2 it has full capacity and authority to enter into and to perform this Contract;
- 3.2.3 this Contract is entered into by its duly authorised representative;
- 3.2.4 it has all necessary consents and regulatory approvals to enter into this Contract;
- 3.2.5 it has notified the Authority in writing of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, any threatened against it or any of its Affiliates that might affect its ability to perform its obligations under this Contract;
- 3.2.6 its execution, delivery and performance of its obligations under this Contract will not constitute a breach of any Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;
- 3.2.7 its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law);
- 3.2.8 all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including its response to the selection questionnaire and ITT (if applicable), its tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Contract or to the extent that the Supplier has otherwise disclosed to the Authority in writing prior to the date of this Contract;
- 3.2.9 it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;
- 3.2.10 it has all necessary rights in and to the Licensed Software, the Third Party IPRs, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-contractor) to the Authority which are necessary for the performance of the Supplier's obligations under this Contract and/or the receipt of the Services by the Authority;
- 3.2.11 not used;

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- 3.2.12 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract;
 - 3.2.13 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and
 - 3.2.14 within the previous 12 months, no Financial Distress Events have occurred or are subsisting (or any events that would be deemed to be Financial Distress Events under this Contract had this Contract been in force) and there are currently no matters that it is aware of that could cause a Financial Distress Event to occur or subsist.
- 3.3 The representations and warranties set out in Clause 3.2 shall be deemed to be repeated by the Supplier on the Effective Date (if later than the date of signature of this Contract) by reference to the facts then existing.
 - 3.4 Each of the representations and warranties set out in Clauses 3.1 and 3.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Contract.
 - 3.5 If at any time a Party becomes aware that a representation or warranty given by it under Clause 3.1 or 3.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
 - 3.6 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination which the Authority may have in respect of breach of that provision by the Supplier.
 - 3.7 Except as expressly stated in this Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.
 - 3.8 The Supplier indemnifies the Authority against wilful misconduct of the Supplier, Sub-contractor and Supplier Personnel that impacts the Contract.

Section B: The Services

4 Term

4.1 This Contract shall:

- 4.1.1 come into force on the Effective Date, save for Clauses 1 (*Definitions and Interpretation*), 3 (*Warranties*), 4 (*Term*), 19 (*Confidentiality*), 20 (*Transparency and Freedom of Information*), 22 (*Publicity and Branding*), 23 (*Limitations on Liability*), 35 (*Waiver and Cumulative Remedies*), 36 (*Relationship of the Parties*), 38 (*Severance*), 40 (*Entire Agreement*), 41 (*Third Party Rights*), 42 (*Notices*), 43 (*Disputes*) and 44 (*Governing Law and Jurisdiction*), which shall be binding and enforceable as between the Parties from the date of signature; and
- 4.1.2 unless terminated at an earlier date by operation of Law or in accordance with Clause 31 (*Termination Rights*), terminate:
- (a) at the end of the Initial Term; or
 - (b) if the Authority elects to extend the Initial Term by giving the Supplier at least 3 months' notice before the end of the Initial Term or any Extension Period, at the end of the last Extension Period.

Condition Precedent

- 4.2 Save for Clauses 1 (*Definitions and Interpretation*), 3 (*Warranties*), 4 (*Term*), 19 (*Confidentiality*), 20 (*Transparency and Freedom of Information*), 22 (*Publicity and Branding*), 23 (*Limitations on Liability*), 35 (*Waiver and Cumulative Remedies*), 36 (*Relationship of the Parties*), 38 (*Severance*), 40 (*Entire Agreement*), 41 (*Third Party Rights*), 42 (*Notices*), 43 (*Disputes*) and 44 (*Governing Law and Jurisdiction*), this Contract is conditional upon the valid execution and delivery to the Authority of the Guarantee (the “**Condition Precedent**”). The Authority may in its sole discretion at any time agree to waive compliance with the Condition Precedent by giving the Supplier notice in writing, and hereby gives that notice to waive compliance with the Condition Precedent to the Supplier.
- 4.3 The Supplier shall satisfy, or procure the satisfaction of, the Condition Precedent as soon as possible. In the event that the Condition Precedent is not satisfied within 20 Working Days after the date of this Contract then, unless the Condition Precedent is waived by the Authority in accordance with Clause 4.2:
- 4.3.1 this Contract shall automatically cease and shall not come into effect; and
 - 4.3.2 neither Party shall have any obligation to pay any compensation to the other Party as a result of such cessation.
- 4.4 The Supplier shall consult with the Authority in relation to the steps it takes to satisfy the condition set out in Clause 4.2 and shall keep the Authority fully informed of its progress in satisfying the condition and of any circumstances which are likely to result in the condition not being satisfied by the date set out in Clause 4.3.

5 Services

Standard of Services

- 5.1 The Supplier shall provide:
- 5.1.1 the Implementation Services from (and including) the Implementation Services Commencement Date; and
 - 5.1.2 the Operational Services in each case from (and including) the relevant Operational Service Commencement Date.
- 5.2 The Supplier shall ensure that:
- 5.2.1 the Services:
 - (a) comply in all respects with the Services Description; and
 - (b) are supplied in accordance with the Supplier Solution and the provisions of this Contract; and
 - 5.2.2 not used.
- 5.3 The Supplier shall:
- 5.3.1 perform its obligations under this Contract, including in relation to the supply of the Services and any Goods in accordance with:
 - (a) all applicable Law;
 - (b) Good Industry Practice;
 - (c) the Standards;
 - (d) the Baseline Security Requirements;
 - (e) the Quality Plans;
 - (f) the Authority IT Strategy; and
 - (g) the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 5.3.1(a) to 5.3.1(f); and
 - 5.3.2 indemnify the Authority against any costs resulting from any breach by the Supplier of any applicable Law relating to the Contract; and
 - 5.3.3 deliver the Services using efficient business processes and ways of working having regard to the Authority's obligation to ensure value for money.
- 5.4 In the event that the Supplier becomes aware of any inconsistency between the requirements of Clauses 5.3.1(a) to 5.3.1(f), the Supplier shall immediately notify the Authority Representative in writing of such inconsistency and the Authority Representative shall, as soon as practicable, notify the Supplier which requirement the Supplier shall comply with.

Supplier covenants

5.5 The Supplier shall:

- 5.5.1 at all times allocate sufficient resources with the appropriate technical expertise to supply the Deliverables and to provide the Services in accordance with this Contract;
- 5.5.2 save to the extent that obtaining and maintaining the same are Authority Responsibilities and subject to Clause 13 (*Change*), obtain, and maintain throughout the duration of this Contract, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Services;
- 5.5.3 ensure that:
 - (a) it shall continue to have all necessary rights in and to the Licensed Software, the Third Party IPRs, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-contractor) to the Authority which are necessary for the performance of the Supplier's obligations under this Contract and/or the receipt of the Services by the Authority;
 - (b) the release of any new Software or upgrade to any Software complies with the interface requirements in the Services Description and (except in relation to new Software or upgrades which are released to address Malicious Software or to comply with the requirements of Schedule 5 (*Security Management*)) shall notify the Authority 3 months before the release of any new Software or Upgrade; the Authority may, in its sole but reasonable discretion, waive this 3 month notice requirement where it considers it appropriate to do so in any specific situation;
 - (c) all Software including Updates and Upgrades (including New Releases) used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
 - (d) any products or services recommended or otherwise specified by the Supplier for use by the Authority in conjunction with the Deliverables and/or the Services shall enable the Deliverables and/or Services to meet the Authority Requirements; and
 - (e) the Supplier System and Assets used in the performance of the Services will be free of all encumbrances (except as agreed in writing with the Authority);
- 5.5.4 minimise any disruption to the Services, the IT Environment and/or the Authority's operations when carrying out its obligations under this Contract;
- 5.5.5 ensure that any Documentation and training provided by the Supplier to the Authority are comprehensive, accurate and prepared in accordance with Good Industry Practice;

5.5.6 co-operate with any Other Supplier notified to the Supplier by the Authority from time to time by providing the following on a confidential basis:

- (a) reasonable information (including any Documentation);
- (b) advice; and
- (c) reasonable assistance,

in connection with the Services to any such Other Supplier to enable such Other Supplier to create and maintain technical or organisational interfaces with the Services and, on the expiry or termination of this Contract for any reason, to enable the timely transition of the Services (or any of them) to the Authority and/or to any Replacement Supplier in accordance with the following collaborative working 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 such Other Suppliers;
- (c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with such Other Suppliers;
- (d) providing reasonable cooperation, support, information and assistance to such Other Suppliers 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;

provided that, where the information disclosed includes the confidential information of the Supplier, or of any of the Supplier's Affiliates or Sub-contractors, the Supplier may inform the Other Supplier of the confidential nature of any of the Supplier's confidential information prior to its disclosure in order to impose on the Other Supplier an equitable obligation of confidence or may request that the Other Supplier enters into a confidentiality arrangement with the Supplier in terms equivalent to those set out in set out in Clause 19 (*Confidentiality*);

5.5.7 to the extent it is legally able to do so, hold on trust for the sole benefit of the Authority, all warranties and indemnities provided by third parties or any Sub-contractor in respect of any Deliverables and/or the Services and, where any such warranties are held on trust, at its cost enforce such warranties in accordance with any reasonable directions that the Authority may notify from time to time to the Supplier;

5.5.8 unless it is unable to do so, assign to the Authority on the Authority's written request and at the cost of the Supplier any such warranties and/or indemnities as are referred to in Clause 5.5.7;

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- 5.5.9 provide the Authority with such assistance as the Authority may reasonably require during the Term in respect of the supply of the Services;
 - 5.5.10 gather, collate and provide such information and co-operation as the Authority may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Contract;
 - 5.5.11 notify the Authority in writing as soon as reasonably possible and in any event within 1 month of any change of Control taking place;
 - 5.5.12 notify the Authority in writing within 10 Working Days of their occurrence, of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Contract;
 - 5.5.13 ensure that neither it, nor any of its Affiliates, embarrasses the Authority or otherwise brings the Authority into disrepute by engaging in any act or omission in relation to this Contract which is reasonably likely to diminish the trust that the public places in the Authority; and
 - 5.5.14 manage closure or termination of Services and end of life of Goods to take account of the Authority's disposal requirements, including recycling and scope for re-use, and all applicable Standards.
- 5.6 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-contractors and Supplier Personnel also do, or refrain from doing, such act or thing.
- 5.7 Without prejudice to Clauses 17.2 and 17.3 (*IPRs Indemnity*) and any other rights and remedies of the Authority howsoever arising, the Supplier shall:
- 5.7.1 remedy any breach of its obligations in Clauses 5.5.2 to 5.5.4 inclusive within 3 Working Days of becoming aware of the breach or being notified of the breach by the Authority where practicable or within such other time period as may be agreed with the Authority (taking into account the nature of the breach that has occurred);
 - 5.7.2 remedy any breach of its obligations in Clause 5.5.1 and Clauses 5.5.5 to 5.5.10 inclusive within 20 Working Days of becoming aware of the breach or being notified of the breach by the Authority; and
 - 5.7.3 meet all the costs of, and incidental to, the performance of such remedial work, and any failure of the Supplier to comply with its obligations under Clause 5.7.1 or Clause 5.7.2 within the specified or agreed timeframe shall constitute a Notifiable Default.

Specially Written Software and Mobilising System Solution warranty

- 5.8 Without prejudice to Clauses 5.5 (*Supplier Covenants*) and 5.7 (*Services*) and any other rights and remedies of the Authority howsoever arising, the Supplier warrants to the Authority that all components of the Specially Written Software (and, for a period of 12 Months from its go live date, all other components of the Mobilising System Solution) shall:

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- 5.8.1 be free from material design and programming errors;
- 5.8.2 perform in all material respects in accordance with the relevant specifications contained in the Supplier Solution and Documentation; and
- 5.8.3 not infringe any Intellectual Property Rights.

Continuing obligation to provide the Services

- 5.9 The Supplier shall continue to perform all of its obligations under this Contract and shall not suspend the supply of the Services, notwithstanding:
 - 5.9.1 any withholding of the Service Charges by the Authority pursuant to Clause 7.2.4(b) (*Performance Failures*);
 - 5.9.2 the existence of an unresolved Dispute; and/or
 - 5.9.3 any failure by the Authority to pay any Charges.

Optional Services

- 5.10 The Authority may require the Supplier to provide any or all of the Optional Services at any time by giving notice to the Supplier in writing. The Supplier acknowledges that the Authority is not obliged to take any Optional Services from the Supplier and that nothing shall prevent the Authority from receiving services that are the same as or similar to the Optional Services from any third party.
- 5.11 If a Change Request is submitted, the Supplier shall, as part of the Impact Assessment provided by the Supplier in relation to such Change Request, provide details of the impact (if any) that the proposed Change will have on the relevant Optional Services.
- 5.12 Following receipt of the Authority's notice pursuant to Clause 5.10:
 - 5.12.1 the Parties shall document the inclusion of the relevant Optional Services within the Services in accordance with the Change Control Procedure, modified to reflect the fact that the terms and conditions on which the Supplier shall provide the relevant Optional Services have already been agreed;
 - 5.12.2 the Supplier shall implement and Test the relevant Optional Services in accordance with the Optional Services Implementation Plan;
 - 5.12.3 any additional charges for the Optional Services shall be incorporated in the Charges as specified in Paragraph 3 of Part B of Schedule 15 (*Charges and Invoicing*); and
 - 5.12.4 the Supplier shall, from the date agreed in the Optional Services Implementation Plan (or, if later, the date of Achievement of any Milestones associated with the commencement of the relevant Optional Services (if any)), provide the relevant Optional Services to meet or exceed the applicable Target Performance Level in respect of all Performance Indicators applicable to the Optional Services as set out in Annex 1 of Schedule 3 (*Performance Levels*).

Power of attorney

- 5.13 Not used.

Authority Responsibilities

5.14 The Authority shall comply with its responsibilities set out in Schedule 7 (*Authority Responsibilities*).

6 Implementation

Quality Plans

6.1 The Supplier shall either (a) develop, within 3 months of the Effective Date, quality plans that ensure that all aspects of the Services are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it or (b) provide the Authority with a copy of its certification to BS EN ISO 9001 or any equivalent standard together with an extract of its QMS (quality management system) documentation relevant to the Supplier's provision of the Services and Deliverables ("**Quality Plans**").

6.2 The Supplier shall obtain the Authority Representative's written approval of the Quality Plans before implementing them, which approval shall not be unreasonably withheld or delayed. The Supplier acknowledges and accepts that the Authority's approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Services are provided to the standard required by this Contract.

6.3 Following the approval by the Authority of the Quality Plans:

6.3.1 the Supplier shall design and deliver all Deliverables in accordance with the Quality Plans; and

6.3.2 any Changes to the Quality Plans shall be agreed in accordance with the Change Control Procedure.

Implementation Plan and Delays

6.4 The Parties shall comply with the provisions of Schedule 13 (*Implementation Plan*) in relation to the agreement and maintenance of the Detailed Implementation Plan.

6.5 The Supplier shall:

6.5.1 comply with the Implementation Plan; and

6.5.2 ensure that each Milestone is Achieved on or before its Milestone Date.

6.6 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay:

6.6.1 it shall:

(a) notify the Authority in accordance with Clause 25.1 (*Rectification Plan Process*); and

(b) comply with the Rectification Plan Process in order to address the impact of the Delay or anticipated Delay; and

(c) use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay; and

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- 6.6.2 if the Delay or anticipated Delay relates to a Key Milestone, the provisions of Clause 26 (*Delay Payments*) shall apply.

Testing and Achievement of Milestones

- 6.7 The Parties shall comply with the provisions of Schedule 14 (*Testing Procedures*) in relation to the procedures to determine whether a Milestone or Test has been Achieved.

7 Performance Indicators

- 7.1 The Supplier shall:

7.1.1 provide the Operational Services in such a manner so as to meet or exceed the Target Performance Level for each Performance Indicator from the Milestone Date for each relevant CPP Milestone; and

7.1.2 comply with the provisions of Schedule 3 (*Performance Levels*) in relation to the monitoring and reporting on its performance against the Performance Indicators.

Performance Failures

- 7.2 If in any Service Period:

7.2.1 a KPI Failure occurs, Service Credits shall be deducted from the Service Charges in accordance with Paragraph 3 of Part C of Schedule 15 (*Charges and Invoicing*);

7.2.2 a Material KPI Failure occurs, the Supplier shall comply with the Rectification Plan Process (in addition to Service Credits accruing in accordance with Clause 7.2.1);

7.2.3 a PI Failure occurs, the Supplier shall notify the Authority of the action (if any) it will take to rectify the PI Failure and/or to prevent the PI Failure from recurring; and/or

7.2.4 a Material PI Failure occurs:

(a) the Supplier shall comply with the Rectification Plan Process; and

(b) the Authority may withhold a proportionate amount of the Service Charges in accordance with the process set out in Clause 10.7 (*Set Off and Withholding*) until the relevant Material PI Failure is rectified to the reasonable satisfaction of the Authority, at which point the Authority shall pay the amount withheld.

- 7.3 Service Credits shall be the Authority's exclusive financial remedy for a KPI Failure except where:

7.3.1 the Supplier has over the previous 12 month period accrued Service Credits in excess of the Service Credit Cap;

7.3.2 the KPI Failure:

(a) not used;

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- (b) has arisen due to the wilful default by the Supplier or any Supplier Personnel; or
 - (c) results in:
 - (i) the corruption or loss of any Authority Data (in which case the remedies under Clause 18.7 (*Authority Data and Security Requirements*) shall also be available); and/or
 - (ii) the Authority being required to make a compensation payment to one or more third parties;
- 7.3.3 the Supplier has fraudulently misreported its performance against any Performance Indicator; and/or
- 7.3.4 the Authority is otherwise entitled to or does terminate the relevant Services or this Contract pursuant to Clause 31.1.2 (*Termination by the Authority*).

Unacceptable KPI Failure

7.4 If in any Service Period an Unacceptable KPI Failure occurs:

- 7.4.1 the Authority shall (subject to the Service Credit Cap set out in Clause 23.4.3 (*Financial and other limits*)) be entitled to withhold and retain as compensation for the Unacceptable KPI Failure a sum equal to any Service Charges which would otherwise have been due to the Supplier in respect of that Service Period (such sum being “**Compensation for Unacceptable KPI Failure**”); and
- 7.4.2 if the Authority withholds and retains such Compensation for Unacceptable KPI Failure, any Service Points and Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue,

provided that the operation of this Clause 7.4 shall be without prejudice to any right which the Authority may have to terminate this Contract and/or to claim damages from the Supplier as a result of such Unacceptable KPI Failure.

7.5 The Supplier:

- 7.5.1 agrees that the application of Clause 7.4 is commercially justifiable where an Unacceptable KPI Failure occurs; and
- 7.5.2 acknowledges that it has taken legal advice on the application of Clause 7.4 and has had the opportunity to price for that risk when calculating the Service Charges.

Critical Performance Failure

7.6 If a Critical Performance Failure occurs, the Authority may exercise its rights to terminate this Contract in whole or in part pursuant to Clause 31.1 or 31.2 (*Termination by the Authority*).

Changes to Performance Indicators and Service Credits

- 7.7 Not more than once in each Contract Year the Authority may, on giving the Supplier at least 3 months' notice and, if the Supplier requests, meeting with the Supplier to discuss the changes and listen to any concerns:
- 7.7.1 change the weighting that applies in respect of one or more specific Key Performance Indicators; and/or
 - 7.7.2 convert one or more:
 - (a) Key Performance Indicators into a Subsidiary Performance Indicator; and/or
 - (b) Subsidiary Performance Indicators into a Key Performance Indicator (in which event the Authority shall also set out in the notice details of the Service Points to be allocated to the Target Performance Level for the new Key Performance Indicator);
 - 7.7.3 convert one or more Performance Indicators to Publishable Performance Information; and/or
 - 7.7.4 suspend existing Performance Indicators, or reinstate previously-suspended Performance Indicators.
- 7.8 The Supplier shall not be entitled to object to any changes made by the Authority under Clause 7.7, or increase the Service Charges as a result of such changes provided that:
- 7.8.1 the total number of Key Performance Indicators does not exceed 20;
 - 7.8.2 the principal purpose of the change is to reflect changes in the Authority's or any Fire Authority's business requirements and/or priorities, to reflect changing industry standards, to reward good performance by the Supplier or to address any issues concerning the Supplier's performance against existing Performance Indicators during the previous 12 Months; and
 - 7.8.3 there is no change to the Service Credit Cap.

8 Services Improvement

- 8.1 The Supplier shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services in accordance with this Clause 8. As part of this obligation the Supplier shall identify and report to the Programme Board once every 12 months on:
- 8.1.1 the emergence of new and evolving relevant technologies which could improve the IT Environment and/or the Services, and those technological advances potentially available to the Supplier and the Authority which the Parties may wish to adopt;
 - 8.1.2 new or potential improvements to the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services;

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- 8.1.3 new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Authority which might result in efficiency or productivity gains or reduction of operational risk;
 - 8.1.4 changes in business processes and ways of working that would enable the Services to be delivered at lower cost and/or with greater benefits to the Authority; and/or
 - 8.1.5 changes to the IT Environment, business processes and ways of working that would enable reductions in the total energy consumed in the delivery of Services.
- 8.2 The Supplier shall ensure that the information that it provides to the Authority shall be sufficient for the Authority to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Authority requests.
- 8.3 If the Authority wishes to incorporate any improvement identified by the Supplier the Authority shall send the Supplier a Change Request in accordance with the Change Control Procedure.

9 Equipment and Maintenance

Supplier Equipment

- 9.1 The Supplier shall be solely responsible for the cost of carriage of Supplier Equipment to the Sites and to the Authority Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on termination or expiry of this Contract the Supplier shall be responsible for the removal and safe disposal of all relevant Supplier Equipment from the Sites and the Authority Premises, including the cost of packing, carriage and making good the Sites and/or the Authority Premises following removal, and taking account of any sustainability requirements, including safe removal of data and recycling requirements.
- 9.2 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Authority shall be liable for loss of or damage to any of the Supplier's property located on Authority Premises which is due to the negligent act or omission of the Authority and shall be responsible for the cost of repair or replacement.
- 9.3 Subject to any express provision of the Service Continuity Plan to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Contract, including the Target Performance Levels.

Maintenance

- 9.4 The Supplier shall create and maintain a rolling schedule of planned maintenance to the IT Environment (the "**Maintenance Schedule**") which shall be agreed with the Authority. Once the Maintenance Schedule has been agreed with the Authority Representative, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 9.5 The Supplier shall give as much notice as is reasonably practicable to the Authority Representative prior to carrying out any Emergency Maintenance.

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- 9.6 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the IT Environment or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the IT Environment and the Services.

Supply of Goods

- 9.7 Where, as part of the Services, the Supplier is to sell goods or equipment ("**Goods**") to the Authority:
- 9.7.1 the relevant Goods and their prices shall be as set out in Schedule 8 (*Supplier Solution*) and Schedule 15 (*Charges and Invoicing*);
 - 9.7.2 the Supplier shall supply and, where relevant, install the Goods in accordance with the relevant specification;
 - 9.7.3 the Supplier shall ensure that the Goods are free from material defects in design, materials and workmanship and remain so for 12 months after delivery;
 - 9.7.4 if following inspection or testing the Authority considers that the Goods do not conform with the relevant specification, the Authority shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance;
 - 9.7.5 without prejudice to any other rights or remedies of the Authority:
 - (a) risk in the Goods shall pass to the Authority at the time of delivery; and
 - (b) ownership of the Goods shall pass to the Authority at the time of payment;
 - 9.7.6 the Supplier indemnifies the Authority against the costs of any Recall of the Goods and shall give notice of actual or anticipated action about the Recall of the Goods; and
 - 9.7.7 the Authority will not be liable for any actions, claims and 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 Authority or its servant or agent. If the Authority 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 Authority 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 Sub-contractors or Supplier Personnel.

Section C: Payment and Taxation Provisions

10 Financial and Taxation Matters

Charges and Invoicing

- 10.1 In consideration of the Supplier carrying out its obligations under this Contract, including the provision of the Services, the Authority shall pay the Charges to the Supplier in accordance with the pricing and payment profile and the invoicing procedure specified in Schedule 15 (*Charges and Invoicing*).
- 10.2 Except as otherwise provided, each Party shall each bear its own costs and expenses incurred in respect of compliance with its obligations under Clauses 6.7 (*Testing and Achievement of Milestones*), 12 (*Records, Reports, Audits & Open Book Data*), 20 (*Transparency and Freedom of Information*), 21 (*Protection of Personal Data*) and, to the extent specified therein, and Clause 27 (*Remedial Adviser*).
- 10.3 If the Authority fails to pay any undisputed Charges properly invoiced under this Contract, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

VAT

- 10.4 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.
- 10.5 The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Contract. Any amounts due under this Clause 10.5 shall be paid in cleared funds by the Supplier to the Authority not less than five Working Days before the date upon which the tax or other liability is payable by the Authority.

Set-off and Withholding

- 10.6 The Authority may set off any amount owed by the Supplier to the Authority against any amount due to the Supplier under this Contract or under any other agreement between the Supplier and the Authority. As at the Effective Date, the Parties do not anticipate there will be any agreements other than the Contract, but if there are any, the Authority may set off under those other agreement(s).
- 10.7 If the Authority wishes to:
- 10.7.1 set off any amount owed by the Supplier to the Authority against any amount due to the Supplier pursuant to Clause 10.6; or
 - 10.7.2 exercise its right pursuant to Clause 7.2.4(b) (*Performance Failures*) to withhold payment of a proportion of the Service Charges,

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it shall give notice to the Supplier within 30 days of receipt of the relevant invoice, setting out the Authority's reasons for withholding or retaining the relevant Charges.

Benchmarking

10.8 Not used.

Financial Distress

10.9 The Parties shall comply with the provisions of Schedule 18 (*Financial Distress*) in relation to the assessment of the financial standing of the Supplier and other specified entities and the consequences of a change to that financial standing. The Supplier shall not be obliged to provide information required in Schedule 18 (*Financial Distress*) to the extent that it provides the Authority with the same information under a different part of the Contract, including Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*).

Promoting Tax Compliance

10.10 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

10.10.1 notify the Authority in writing of such fact within 5 Working Days of its occurrence; and

10.10.2 promptly provide to the Authority:

- (a) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
- (b) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

Section D: Contract Governance

11 Governance

11.1 The Parties shall comply with the provisions of Schedule 21 (*Governance*) in relation to the management and governance of this Contract.

Representatives

- 11.2 Each Party shall have a representative for the duration of this Contract who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Contract.
- 11.3 The initial Supplier Representative shall be the person named as such in Schedule 29 (*Key Personnel*). The Supplier may, by written notice to the Authority, revoke or amend the authority of the Supplier Representative or appoint a new Supplier Representative.
- 11.4 The Authority shall notify the Supplier of the identity of the initial Authority Representative within 5 Working Days of the Effective Date. The Authority may, by written notice to the Supplier, revoke or amend the authority of the Authority Representative or appoint a new Authority Representative.

12 Records, Reports, Audits & Open Book Data

- 12.1 The Supplier shall comply with the provisions of:
- 12.1.1 Schedule 24 (*Reports and Records Provisions*) in relation to the maintenance and retention of Records; and
 - 12.1.2 Part A of Schedule 19 (*Financial Reports and Audit Rights*) in relation to the maintenance of Open Book Data.
- 12.2 The Parties shall comply with the provisions of:
- 12.2.1 Not used; and
 - 12.2.2 Part C of Schedule 19 (*Financial Reports and Audit Rights*) in relation to the exercise of the Audit Rights by the Authority or any Audit Agents.

13 Change

Change Control Procedure

13.1 Any requirement for a Change shall be subject to the Change Control Procedure.

Change in Law

- 13.2 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Charges as the result of:
- 13.2.1 a General Change in Law; or

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- 13.2.2 a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Effective Date.
- 13.3 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in Clause 13.2.2), the Supplier shall:
- 13.3.1 notify the Authority as soon as reasonably practicable of the likely effects of that change, including:
- (a) whether any Change is required to the Services, the Charges or this Contract; and
 - (b) whether any relief from compliance with the Supplier's obligations is required, including any obligation to Achieve a Milestone and/or to meet the Target Performance Levels; and
- 13.3.2 provide the Authority with evidence:
- (a) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-contractors;
 - (b) as to how the Specific Change in Law has affected the cost of providing the Services; and
 - (c) demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Clause 8 (*Services Improvement*), has been taken into account in amending the Charges.
- 13.4 Any variation in the Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 13.2.2) shall be implemented in accordance with the Change Control Procedure.

Section E: Supplier Personnel and Supply Chain

14 Supplier Personnel

14.1 The Supplier shall:

- 14.1.1 Provide in advance of any admission to Authority Premises a list of the names of all Supplier Personnel requiring such admission, specifying the capacity in which they require admission and giving such other particulars as the Authority may reasonably require;
- 14.1.2 ensure that all Supplier Personnel:
 - (a) are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;
 - (b) are vetted in accordance with Good Industry Practice and, where applicable, the security requirements set out in Schedule 2 (*Services Description*) and Schedule 5 (*Security Management*); and
 - (c) comply with all reasonable requirements of the Authority concerning conduct at the Authority Premises, including the security requirements as set out in Schedule 5 (*Security Management*);
- 14.1.3 subject to Schedule 28 (*Staff Transfer*), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Authority;
- 14.1.4 be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Contract shall be a Default by the Supplier;
- 14.1.5 use all reasonable endeavours to minimise the number of changes in Supplier Personnel;
- 14.1.6 unless the element of the Services in respect of which the Supplier Personnel was engaged has been completed, replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;
- 14.1.7 bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and
- 14.1.8 procure that the Supplier Personnel shall vacate the Authority Premises immediately upon the termination or expiry of this Contract.

14.2 If the Authority reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Contract, it may:

- 14.2.1 refuse admission to the relevant person(s) to the Authority Premises; and/or
- 14.2.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).

Key Personnel

- 14.3 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Term. Schedule 29 (*Key Personnel*) lists the Key Roles and names of the persons who the Supplier shall appoint to fill those Key Roles at the Operational Service Commencement Date.
- 14.4 The Authority 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 Personnel.
- 14.5 The Supplier shall not remove or replace any Key Personnel (including when carrying out Exit Management) unless:
- 14.5.1 requested to do so by the Authority, where the Authority considers the Key Personnel, in its reasonable opinion, to be unsatisfactory and to have a material impact on the delivery of the Services;
 - 14.5.2 the person concerned resigns, retires or dies or is on maternity leave, paternity leave or shared parental leave or long-term sick leave;
 - 14.5.3 the person's employment or contractual arrangement with the Supplier or a Sub-contractor is terminated for material breach of contract by the employee;
 - 14.5.4 the element of the Services in respect of which the Key Personnel was engaged has been completed; or
 - 14.5.5 subject to Clause 11.3, the Supplier obtains the Authority's prior written consent (such consent not to be unreasonably withheld or delayed).
- 14.6 The Supplier shall:
- 14.6.1 notify the Authority promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of 2 weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 14.6.2 use reasonable endeavours to ensure that any Key Role is not vacant for any longer than 10 Working Days or such longer period as the Authority agrees, acting reasonably;
 - 14.6.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least 30 Working Days' notice;
 - 14.6.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services; and
 - 14.6.5 ensure that any replacement for a Key Role:
 - (a) has a level of qualifications and experience appropriate to the relevant Key Role; and

- (b) is fully competent to carry out the tasks assigned to the Key Personnel whom they have replaced.

Employment Indemnity

14.7 The Parties agree that:

- 14.7.1 the Supplier shall both during and after the Term indemnify the Authority against all Employee Liabilities that may arise as a result of any claims brought against the Authority by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel; and
- 14.7.2 the Authority shall both during and after the Term indemnify the Supplier against all Employee Liabilities that may arise as a result of any claims brought against the Supplier by any person where such claim arises from any act or omission of the Authority or any of the Authority's employees, agents, consultants and contractors.

Income Tax and National Insurance Contributions

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

- 14.8.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
- 14.8.2 indemnify the Authority against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel.

Staff Transfer

14.9 The Parties agree that:

- 14.9.1 where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Schedule 28 (*Staff Transfer*) shall apply as follows:
 - (a) where the Relevant Transfer involves the transfer of Transferring Authority Employees, Part A and Part D of Schedule 28 (*Staff Transfer*) shall apply;
 - (b) where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B and Part D of Schedule 28 (*Staff Transfer*) shall apply;
 - (c) where the Relevant Transfer involves the transfer of Transferring Authority Employees and Transferring Former Supplier Employees, Parts A, B and D of Schedule 28 (*Staff Transfer*) shall apply; and

- (d) Part C of Schedule 28 (*Staff Transfer*) shall not apply;
- 14.9.2 where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of Schedule 28 (*Staff Transfer*) shall apply, Part D of Schedule 28 may apply and Parts A and B of Schedule 28 (*Staff Transfer*) shall not apply; and
- 14.9.3 Part E of Schedule 28 (*Staff Transfer*) shall apply on the expiry or termination of the Services or any part of the Services.

15 Supply Chain Rights and Protections

Advertising Sub-contract Opportunities

- 15.1 The Supplier shall:
 - 15.1.1 subject to Clauses 15.3 and 15.4, advertise on Contracts Finder all Sub-contract opportunities arising from or in connection with the provision of the Goods and/or Services and/or Works above a minimum threshold of twenty-five thousand pounds (£25,000) that arise during the Term;
 - 15.1.2 within 90 days of awarding a Sub-contract to a Sub-contractor, update the notice on Contracts Finder with details of the successful Sub-contractor;
 - 15.1.3 monitor the number, type and value of the Sub-contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Term;
 - 15.1.4 provide reports on the information at Clause 15.1.3 to the Authority in the format and frequency as reasonably specified by the Authority; and
 - 15.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 15.2 Each advert referred to in Clause 15.1 above shall provide a full and detailed description of the Sub-contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 15.3 The obligation at Clause 15.1 shall only apply in respect of Sub-contract opportunities arising after the Effective Date.
- 15.4 Notwithstanding Clause 15.1 the Authority may, by giving its prior written approval, agree that a Sub-contract opportunity is not required to be advertised on Contracts Finder.

Appointment of Sub-contractors

- 15.5 The Supplier shall exercise due skill and care in the selection and appointment of any Sub-contractors to ensure that the Supplier is able to:
 - 15.5.1 manage any Sub-contractors in accordance with Good Industry Practice;
 - 15.5.2 comply with its obligations under this Contract in the delivery of the Services; and

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- 15.5.3 assign, novate or otherwise transfer to the Authority or any Replacement Supplier any of its rights and/or obligations under each Sub-contract that relates exclusively to this Contract.
- 15.6 Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Authority in writing of:
- 15.6.1 the proposed Sub-contractor's name, registered office and company registration number;
- 15.6.2 the scope of any Services to be provided by the proposed Sub-contractor; and
- 15.6.3 where the proposed Sub-contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Authority that the proposed Sub-contract has been agreed on "arm's-length" terms.
- 15.7 If requested by the Authority within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 15.6, the Supplier shall also provide:
- 15.7.1 a copy of the proposed Sub-contract (provided that the Supplier may first redact its Confidential Information in the Sub-contract); and
- 15.7.2 any further information reasonably requested by the Authority.
- 15.8 The Authority may, within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 15.6 (or, if later, receipt of any further information requested pursuant to Clause 15.7), object to the appointment of the relevant Sub-contractor if it reasonably considers that:
- 15.8.1 the appointment of a proposed Sub-contractor may prejudice the provision of the Services and/or may be contrary to the interests of the Authority;
- 15.8.2 the proposed Sub-contractor is unreliable and/or has not provided reasonable services to its other customers;
- 15.8.3 the proposed Sub-contractor employs unfit persons; and/or
- 15.8.4 the proposed Sub-contractor should be excluded in accordance with Clause 15.22 (*Termination of sub-contracts*);
- but provided that any disagreement between the Parties shall be dealt with under the Dispute Resolution Procedure, during which the Authority may withdraw its objection. If the Authority does not withdraw its objection, the Supplier shall not proceed with the proposed appointment. If the Authority does withdraw its objection, the Supplier shall proceed with the proposed appointment.
- 15.9 If:
- 15.9.1 the Authority has not notified the Supplier that it objects to the proposed Sub-contractor's appointment by the later of 10 Working Days of receipt of:
- (a) the Supplier's notice issued pursuant to Clause 15.6; and
- (b) any further information requested by the Authority pursuant to Clause 15.7; and

- 15.9.2 the proposed Sub-contract is not a Key Sub-contract (which shall require the written consent of the Authority in accordance with Clause 15.10 (*Appointment of Key Sub-contractors*),

the Supplier may proceed with the proposed appointment and, where the Sub-contract is entered into exclusively for the purpose of delivery of the Services, may notify the Authority that the relevant Sub-contract shall constitute a Third Party Contract for the purposes of Schedule 11 (*Third Party Contracts*).

Appointment of Key Sub-contractors

- 15.10 Where the Supplier wishes to enter into a Key Sub-contract or replace a Key Sub-contractor, it must obtain the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed. For these purposes, the Authority may withhold its consent to the appointment of a Key Sub-contractor if it reasonably considers that:

- 15.10.1 the appointment of a proposed Key Sub-contractor may prejudice the provision of the Services or may be contrary to the interests of the Authority;
- 15.10.2 the proposed Key Sub-contractor is unreliable and/or has not provided reasonable services to its other customers; and/or
- 15.10.3 the proposed Key Sub-contractor employs unfit persons; and/or
- 15.10.4 the proposed Key Sub-contractor should be excluded in accordance with Clause 15.22 (*Termination of sub-contracts*)

but provided that any disagreement between the Parties shall be dealt with under the Dispute Resolution Procedure, during which the Authority may provide its consent. If the Authority does not provide its consent, the Supplier shall not proceed with the proposed change. If the Authority does provide its consent, the Supplier shall proceed with the proposed change.

- 15.11 The Authority consents to the appointment of the Key Sub-contractors listed in Schedule 10 (*Notified Key Sub-contractors*).
- 15.12 Except where the Authority has given its prior written consent, the Supplier shall ensure that each Key Sub-contract shall include:
- 15.12.1 provisions which will enable the Supplier to discharge its obligations under this Contract;
- 15.12.2 a right under CRTPA for the Authority to enforce any provisions under the Key Sub-contract which are capable of conferring a benefit upon the Authority;
- 15.12.3 a provision enabling the Authority to enforce the Key Sub-contract as if it were the Supplier;
- 15.12.4 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 Authority or any Replacement Supplier without restriction (including any need to obtain any consent or approval) or payment by the Authority;

- 15.12.5 obligations no less onerous on the Key Sub-contractor than those imposed on the Supplier under this Contract in respect of:
- (a) data protection requirements set out in Clauses 18 (*Authority Data and Security Requirements*) and 21 (*Protection of Personal Data*);
 - (b) FOIA requirements set out in Clause 20 (*Transparency and Freedom of Information*);
 - (c) the obligation not to embarrass the Authority or otherwise bring the Authority into disrepute set out in Clause 5.5.13 (*Services*);
 - (d) the keeping of records in respect of the services being provided under the Key Sub-contract, including the maintenance of Open Book Data; and
 - (e) the conduct of Audits set out in Part C of Schedule 19 (*Financial Reports and Audit Rights*);
- 15.12.6 not used;
- 15.12.7 a provision restricting the ability of the Key Sub-contractor to sub-contract all or any part of the services provided to the Supplier under the Key Sub-contract without first seeking the written consent of the Authority;
- 15.12.8 a provision enabling the Supplier or the Authority to appoint a Remedial Adviser on substantially the same terms as are set out in Clause 27 (*Remedial Adviser*);
- 15.12.9 not used;
- 15.12.10 a provision requiring the Key Sub-contractor to participate in, and if required by the Authority in the relevant Multi-Party Procedure Initiation Notice to procure the participation of all or any of its Sub-contractors in, the Multi-Party Dispute Resolution Procedure; and
- 15.12.11 a provision requiring the Key Sub-contractor to:
- (a) promptly notify the Supplier and the Authority in writing of any of the following of which it is, or ought to be, aware:
 - (i) the occurrence of a Financial Distress Event in relation to the Key Sub-contractor; or
 - (ii) any fact, circumstance or matter of which it is aware which could cause the occurrence of a Financial Distress Event in relation to the Key Sub-contractor,and in any event, provide such notification within 10 Working Days of the date on which the Key Sub-contractor first becomes aware of such); and
 - (b) co-operate with the Supplier and the Authority in order to give full effect to the provisions of Schedule 18 (*Financial Distress*), including meeting with the Supplier and the Authority to discuss and review the effect of

the Financial Distress Event on the continued performance and delivery of the Services, and contributing to and complying with the Financial Distress Remediation Plan, and providing the information specified at Paragraph 4.3(b)(ii) of Schedule 18 (*Financial Distress*).

15.13 The Supplier shall not terminate or materially amend the terms of any Key Sub-contract without the Authority's prior written consent, which shall not be unreasonably withheld or delayed.

Supply chain protection

15.14 For Sub-contracts in the Supplier's supply chain made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:

15.14.1 where such Sub-Contracts are entered into after the Effective Date, the Supplier will ensure that they all contain provisions that; or

15.14.2 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:

- (a) give the Supplier a right to terminate the Sub-contract if the Sub-contractor fails to comply in the performance of the Sub-contract with legal obligations in the fields of environmental, social or labour Law;
- (b) require the Supplier or other party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion;
- (c) if the Supplier or other party fails to consider and verify an invoice in accordance with Clause 15.14.2(b), the invoice shall be regarded as valid and undisputed for the purpose of Clause 15.14.2(d) after a reasonable time has passed;
- (d) require the Supplier or other party to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding 30 days of verifying that the invoice is valid and undisputed;
- (e) give the Authority a right to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period; and
- (f) require the Sub-contractor to include a clause to the same effect as this Clause 15.14 in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract.

15.15 The Supplier shall:

15.15.1 pay any undisputed sums which are due from it to a Sub-contractor within 30 days of verifying that the invoice is valid and undisputed;

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- 15.15.2 include within the Balanced Scorecard Report produced by it pursuant to Schedule 3 (*Performance Levels*) a summary of its compliance with Clause 15.15.1, such data to be certified each Quarter by a director of the Supplier as being accurate and not misleading.
- 15.16 Without prejudice to Clause 15.15.1, the Supplier shall:
- 15.16.1 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 60 days after the day on which the Supplier receives an invoice (or otherwise has notice of an amount for payment); and
- 15.16.2 include within the Balanced Scorecard Report produced by it pursuant to Schedule 3 (*Performance Levels*) a summary of its compliance with Clause 15.16.1, such data to be certified every six months by a director of the Supplier as being accurate and not misleading.
- 15.17 If any Balanced Scorecard 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 60 days of receipt, the Supplier shall upload to the Virtual Library within 15 Working Days of submission of the latest Balanced Scorecard Report an action plan (the “**Action Plan**”) for improvement. The Action Plan shall include, but not be limited to, the following:
- 15.17.1 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 60 days of receipt;
- 15.17.2 actions to address each of the causes set out in Clause 15.17.1; and
- 15.17.3 mechanism for and commitment to regular reporting on progress to the Supplier’s Board.
- 15.18 The Action Plan shall be certificated by a director of the Supplier and uploaded to the Virtual Library.
- 15.19 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.
- 15.20 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 Authority 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).
- 15.21 Not used.

Termination of Sub-contracts

15.22 The Authority may require the Supplier to terminate:

15.22.1 a Sub-contract where:

- (a) the acts or omissions of the relevant Sub-contractor have caused or materially contributed to the Authority's right of termination pursuant to Clause 31.1.2 (*Termination by the Authority*);
- (b) the relevant Sub-contractor or any of its Affiliates have embarrassed the Authority or otherwise brought the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Sub-contractor's obligations in relation to the Services or otherwise;
- (c) the relevant Sub-contractor has failed to comply in the performance of its Sub-contract with legal obligations in the fields of environmental, social or labour law; and/or
- (d) the Authority has found grounds for exclusion of the Sub-contractor in accordance with Clause 15.26; and

15.22.2 Not used.

Competitive Terms

15.23 If the Authority is able to obtain from any Sub-contractor or any other third party (on a like-for-like basis) more favourable commercial terms with respect to the supply of any goods, software or services used by the Supplier or the Supplier Personnel in the supply of the Services, then the Authority may require the Supplier to replace its existing commercial terms with that person with the more favourable commercial terms obtained by the Authority in respect of the relevant item.

15.24 If the Authority exercises its option pursuant to Clause 15.23, then the Charges shall be reduced by an amount that is agreed in accordance with the Change Control Procedure.

Retention of Legal Obligations

15.25 Notwithstanding the Supplier's right to sub-contract pursuant to this Clause 15, the Supplier shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. In respect of any element of the Services delivered by Supplier Personnel and/or which are Sub-contracted by the Supplier, an obligation on the Supplier to do or to refrain from doing any act or thing under this Contract, shall include an obligation on the Supplier to procure that the Supplier Personnel and the Sub-contractor also do or refrain from doing such act or thing in their delivery of those elements of the Services.

Exclusion of Sub-contractors

15.26 Where the Authority considers whether there are grounds for the exclusion of a Sub-contractor under Regulation 57 of the Public Contracts Regulations 2015, then:

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- 15.26.1 if the Authority finds there are compulsory grounds for exclusion, the Supplier shall replace or shall not appoint the Sub-contractor;
- 15.26.2 if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Supplier to replace or not to appoint the Sub-contractor and the Supplier shall comply with such a requirement.

Reporting SME/VCSE Sub-contracts

- 15.27 In addition to any other Management Information requirements set out in this Contract, the Supplier agrees that it shall, at no charge, provide timely, full, accurate and complete Supply Chain Transparency Reports to the Authority 30 days prior to the end of each financial year by providing all of the information described in the Supply Chain Transparency Information Template in the format set out in the Schedule 24 (*Reports and Records Provisions*) Annex 4 and in accordance with any guidance issued by the Authority from time to time.
- 15.28 The Authority may update the Supply Chain Transparency Information Template from time to time (including the data required and/or format) with the Supplier's agreement (not to be unreasonably withheld or delayed).

Section F: Intellectual Property, Data and Confidentiality

16 Intellectual Property Rights

16.1 The Parties agree that the terms set out in Schedule 32 (*Intellectual Property Rights*) shall apply to this Contract.

17 IPRs Indemnity

17.1 The Supplier shall at all times, during and after the Term, on written demand indemnify the Authority and each other Indemnified Person, and keep the Authority and each other Indemnified Person indemnified, against all Losses incurred by, awarded against or agreed to be paid by an Indemnified Person arising from an IPRs Claim.

17.2 If an IPRs Claim is made, or the Supplier anticipates that an IPRs Claim might be made, the Supplier may, at its own expense and sole option, either:

17.2.1 procure for the Authority or other relevant Indemnified Person the right to continue using the relevant item which is subject to the IPRs Claim; or

17.2.2 replace or modify the relevant item with non-infringing substitutes provided that:

- (a) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
- (b) the replaced or modified item does not have an adverse effect on any other services or the IT Environment;
- (c) there is no additional cost to the Authority or relevant Indemnified Person (as the case may be); and
- (d) the terms and conditions of this Contract shall apply to the replaced or modified Services.

17.3 If the Supplier elects to procure a licence in accordance with Clause 17.2.1 or to modify or replace an item pursuant to Clause 17.2.2, but this has not avoided or resolved the IPRs Claim, then:

17.3.1 the Authority may terminate this Contract (if subsisting in accordance with Clause 31.1) with immediate effect by written notice to the Supplier; and

17.3.2 without prejudice to the indemnity set out in Clause 17.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

18 Authority Data and Security Requirements

18.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Authority Data.

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- 18.2 The Supplier shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.
- 18.3 To the extent that Authority Data is held and/or processed by the Supplier, the Supplier shall supply that Authority Data to the Authority as requested by the Authority in the format specified in Schedule 2 (*Services Description*).
- 18.4 The Supplier shall preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data at all times that the relevant Authority Data is under its control or the control of any Sub-contractor.
- 18.5 The Supplier shall perform secure back-ups of all Authority Data, including, where appropriate to the Mobilising System Solution and where requested by the Authority, a full image-based backup and a 4-hourly backup schedule (or such other backup arrangements as may be agreed in writing between the Parties), and shall ensure that up-to-date back-ups are stored off-site and offline (unless another more appropriate approach is agreed in writing between the Parties) in accordance with the Service Continuity Plan. The Supplier shall ensure that such back-ups are available to the Authority (or to such other person as the Authority may direct) at all times upon request and, if requested by the Authority, are delivered to the Authority at no less than 6 monthly intervals (or such other intervals as may be agreed in writing between the Parties) via a secure encrypted method.
- 18.6 The Supplier shall ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the Security Requirements.
- 18.7 If the Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may:
- 18.7.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of Authority Data to the extent and in accordance with the requirements specified in Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*) and the Supplier shall do so as soon as practicable but not later than 5 Working Days from the date of receipt of the Authority's notice; and/or
 - 18.7.2 itself restore or procure the restoration of Authority Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*).
- 18.8 If at any time the Supplier suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take.
- 18.9 The Supplier shall comply with the requirements of Schedule 5 (*Security Management*).
- 18.10 The Authority shall notify the Supplier of any changes or proposed changes to the Baseline Security Requirements.

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- 18.11 If the Supplier believes that a change or proposed change to the Baseline Security Requirements will have a material and unavoidable cost implication to the Services it may submit a Change Request. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in accordance with the Change Control Procedure.
- 18.12 Until and/or unless a change to the Charges is agreed by the Authority pursuant to Clause 18.11 the Supplier shall continue to perform the Services in accordance with its existing obligations.

19 Confidentiality

- 19.1 For the purposes of this Clause 19, the term “**Disclosing Party**” shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and “**Recipient**” shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 19.2 Except to the extent set out in this Clause 19 or where disclosure is expressly permitted elsewhere in this Contract, the Recipient shall:
- 19.2.1 treat the Disclosing Party’s Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);
 - 19.2.2 not disclose the Disclosing Party’s Confidential Information to any other person except as expressly set out in this Contract or without obtaining the owner’s prior written consent;
 - 19.2.3 not use or exploit the Disclosing Party’s Confidential Information in any way except for the purposes anticipated under this Contract; and
 - 19.2.4 immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party’s Confidential Information.
- 19.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- 19.3.1 the Recipient is required to disclose the Confidential Information by Law, provided that Clause 20 (*Transparency and Freedom of Information*) shall apply to disclosures required under the FOIA or the EIRs;
 - 19.3.2 the need for such disclosure arises out of or in connection with:
 - (a) any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Contract;
 - (b) the examination and certification of the Authority’s accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority is making use of any Services provided under this Contract; or

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- (c) the conduct of a Crown Body review in respect of this Contract; or
- 19.3.3 the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
- 19.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 19.5 The Supplier may disclose the Confidential Information of the Authority on a confidential basis only to:
 - 19.5.1 Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Contract;
 - 19.5.2 its auditors; and
 - 19.5.3 its professional advisers for the purposes of obtaining advice in relation to this Contract.

Where the Supplier discloses Confidential Information of the Authority pursuant to this Clause 19.5, it 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.

- 19.6 The Authority may disclose the Confidential Information of the Supplier:
 - 19.6.1 on a confidential basis to any Crown Body for any proper purpose of the Authority or of the relevant Crown Body;
 - 19.6.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 19.6.3 to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - 19.6.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 19.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
 - 19.6.5 on a confidential basis for the purpose of the exercise of its rights under this Contract, including the Audit Rights, its rights to appoint a Remedial Adviser pursuant to Clause 27 (*Remedial Adviser*) and Exit Management rights; or
 - 19.6.6 on a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Clause 19.

- 19.7 Nothing in this Clause 19 shall prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

20 Transparency and Freedom of Information

- 20.1 The Parties acknowledge that:

20.1.1 the Transparency Reports;

20.1.2 the content of this Contract, including any changes to this Contract agreed from time to time, except for:

(a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Authority; and

(b) Commercially Sensitive Information; and

20.1.3 the Publishable Performance Information

(together the "**Transparency Information**") are not Confidential Information.

- 20.2 Notwithstanding any other provision of this Contract, the Supplier hereby gives its consent for the Authority to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Authority shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

- 20.3 The Supplier shall assist and co-operate with the Authority to enable the Authority to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with Paragraph 1 of Schedule 24 (*Reports and Records Provisions*).

- 20.4 If the Authority believes that publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Supplier.

- 20.5 The Authority shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Contract is being performed, having regard to the context of the wider commercial relationship with the Supplier.

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- 20.6 The Supplier agrees that any Information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services shall be provided to the Authority on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. The Authority may disclose such information under the FOIA and the EIRs and may (except for Commercially Sensitive Information, Confidential Information (subject to Clause 19.6.3) and Open Book Data) publish such Information. The Supplier shall provide to the Authority within 5 Working Days (or such other period as the Authority may reasonably specify) any such Information requested by the Authority.
- 20.7 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- 20.7.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
 - 20.7.2 transfer to the Authority all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 20.7.3 provide the Authority with a copy of all Information held on behalf of the Authority which is requested in a Request For Information and which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
 - 20.7.4 not respond directly to a Request For Information addressed to the Authority unless authorised in writing to do so by the Authority.
- 20.8 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify and consult with the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

21 Protection of Personal Data

- 21.1 The Supplier shall indemnify the Authority against any and all Losses incurred by the Authority due to breach by the Supplier of Data Protection Legislation or Clause 21.

Status of the Controller

- 21.2 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 this Contract will determine the status of each Party under the Data Protection Legislation. A Party may act as:

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- 21.2.1 “Controller” (where the other Party acts as the “Processor”);
- 21.2.2 “Processor” (where the other Party acts as the “Controller”);
- 21.2.3 “Joint Controller” (where both Parties are considered to jointly control the same Personal Data);
- 21.2.4 “Independent Controller” of the Personal Data where the other Party is also “Controller” of the same Personal Data in its own right (but there is no element of joint control);

and the Parties shall set out in Schedule 31 (*Processing Personal Data*) which scenario or scenarios are intended to apply under this Contract.

Where one Party is Controller and the other Party its Processor

- 21.3 Where a Party is a Processor, the only processing that it is authorised to do is listed in Schedule 31 (*Processing Personal Data*) by the Controller and may not be determined by the Processor. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR and EU GDPR (as applicable).
- 21.4 The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- 21.5 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:
 - 21.5.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 21.5.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 21.5.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 21.5.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 21.6 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
 - 21.6.1 process that Personal Data only in accordance with Schedule 31 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
 - 21.6.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 18 (*Authority Data and Security Requirements*), which the Controller may reasonably reject (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;

21.6.3 ensure that:

- (a) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 31 (*Processing Personal Data*));
- (b) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this Clause 21, Clauses 19 (*Confidentiality*) and 18 (*Authority Data and Security Requirements*);
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (iii) 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
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;

21.6.4 not transfer such 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 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); or
- (b) the Controller and/or the Processor 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 Controller which could include relevant parties entering into:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the UK International Data Transfer Agreement as 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 (“**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 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

21.6.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

21.7 Subject to Clause 21.8, the Processor shall notify the Controller as soon as possible and in any event promptly if it:

21.7.1 receives a Data Subject Request (or purported Data Subject Request);

21.7.2 receives a request to rectify, block or erase any Personal Data;

21.7.3 receives any other request, complaint or communication relating to either Party’s obligations under the Data Protection Legislation;

21.7.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

21.7.5 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

21.7.6 becomes aware of a Data Loss Event.

21.8 The Processor’s obligation to notify under Clause 21.7 shall include the provision of further information to the Controller in phases, as details become available.

21.9 Taking into account the nature of the processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party’s obligations under Data Protection Legislation and any complaint, communication or request made under

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Clause 21.7 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- 21.9.1 the Controller with full details and copies of the complaint, communication or request;
 - 21.9.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - 21.9.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 21.9.4 assistance as requested by the Controller following any Data Loss Event; and/or
 - 21.9.5 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.
- 21.10 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 21. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- 21.10.1 the Controller determines that the processing is not occasional;
 - 21.10.2 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
 - 21.10.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 21.11 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 21.12 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 21.13 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
- 21.13.1 notify the Controller in writing of the intended Sub-processor and processing;
 - 21.13.2 obtain the written consent of the Controller;
 - 21.13.3 enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Clause 21 such that they apply to the Sub-processor; and
 - 21.13.4 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require,

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and the Sub-processors already appointed by the Processor in compliance with this Clause as at the Effective Date are set out in Paragraph 3 of Schedule 31 (*Processing Personal Data*).

- 21.14 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 21.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority. The Authority may on not less than 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.

Where the Parties are Joint Controllers of Personal Data

- 21.16 In the event that the Parties are Joint Controllers in respect of Personal Data under this Contract, the Parties shall implement Clauses that are necessary to comply with Article 26 of the UK GDPR based on the terms set out in Annex 1 to Schedule 31 (*Processing Personal Data*) to the Model Services Contract.

Where the Parties are Independent Controllers of Personal Data

- 21.17 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.
- 21.18 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.
- 21.19 Where a Party has provided Personal Data to the other Party in accordance with Clause 21.17, 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.
- 21.20 The Parties shall be responsible for their own compliance with Articles 13 and 14 of the UK GDPR in respect of the processing of Personal Data for the purposes of this Contract.
- 21.21 The Parties shall only provide Personal Data to each other:
- 21.21.1 to the extent necessary to perform the respective obligations under this Contract;
 - 21.21.2 not used;
 - 21.21.3 where (1) 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/or (2) where the Supplier or its Affiliate is located outside the UK and/or the EEA, and in either case the following conditions are fulfilled:

- (a) the third country, territory or sector has been recognised as adequate by the UK government is in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); 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 the relevant parties entering into:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the UK 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 (or any successor body) under section 119A(1) of the DPA 2018 from time to time; or
 - (B) the European Commission's Standard Contractual Clauses per decisions 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 (or any successor body) 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

21.21.4 where it has recorded it in Schedule 31 (*Processing Personal Data*).

21.22 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

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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.

21.23 A Party processing Personal Data for the purposes of this Contract shall maintain a record of its processing activities in accordance with Article 30 of the UK GDPR and shall make the record available to the other Party upon reasonable request.

21.24 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 ("**the Request Recipient**"):

21.24.1 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

21.24.2 where the request or correspondence is directed to the other party and/or relates to the other party's Processing of the Personal Data, the Request Recipient will:

(a) promptly, and in any event within 5 Working Days of receipt of the request or correspondence, inform the other party that it has received the same and shall forward such request or correspondence to the other party; and

(b) provide any information and/or assistance as reasonably requested by the other party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

21.25 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:

21.25.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Breach;

21.25.2 implement any measures necessary to restore the security of any compromised Personal Data;

21.25.3 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

21.25.4 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.

21.26 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 Schedule 31 (*Processing Personal Data*).

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21.27 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's obligations under this Contract which is specified in Schedule 31 (*Processing Personal Data*).

21.28 Notwithstanding the general application of Clauses 21.3 to 21.15 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 Clause 21.16 to 21.27.

Standard Contractual Clauses

21.29 It is noted that on 28 June 2021 the European Commission made an implementing decision pursuant to Article 45 of the EU GDPR on the adequate protection of personal data by the United Kingdom which contains carve-outs for certain transfers outside of the EU to the UK of certain types of Personal Data (the "**UK Adequacy Decision**"). If any transfer of Personal Data which is subject to EU GDPR pursuant to this Contract is not covered by the UK Adequacy Decision or at any time during the term of the Contract the UK Adequacy Decision is:

21.29.1 withdrawn, invalidated, overruled or otherwise ceases to have effect, or

21.29.2 amended in such a way as to affect the transfers of Personal Data outside of the EU which are contemplated under this Contract,

Clauses 21.30 to 21.31 below shall apply.

21.30 The Parties agree:

21.30.1 that without any further action being required they have entered into the Standard Contractual Clauses in the European Commission's decision 2021/914/EU in respect of data transfers by the Supplier outside of the EU to the UK;

21.30.2 that, where no other appropriate safeguard or exemption applies, that the Personal Data subject to this Contract (and to which Chapter V of the EU GDPR applies) will be transferred in accordance with those Standard Contractual Clauses as of the date the Parties entered into those Standard Contractual Clauses;

21.30.3 to use best endeavours to complete the annexes to the Standard Contractual Clauses promptly and at their own cost for the purpose of giving full effect to them; and

21.30.4 that if there is any conflict between this Contract and the Standard Contractual Clauses the terms of the Standard Contractual Clauses shall apply.

21.31 In the event that the European Commission updates, amends, substitutes, adopts or publishes new Standard Contractual Clauses from time to time, the Parties agree:

21.31.1 that the most up to date Standard Contractual Clauses from time to time shall be automatically incorporated in place of those in use at the time of such update, amendment, substitution, adoption or publication and that such incorporation is not a Change;

- 21.31.2 that where no other appropriate safeguard or exemption applies, that the Personal Data subject to this Contract (and to which Chapter V of the EU GDPR applies) will be transferred in accordance with the relevant form of the most up to date Standard Contractual Clauses as of the date the European Commission decision regarding such new Standard Contractual Clauses becomes effective;
- 21.31.3 to use best endeavours to complete any part of the most up to date Standard Contractual Clauses that a Party must complete promptly and at their own cost for the purpose of giving full effect to them; and
- 21.31.4 that if there is any conflict between this Contract and the most up to date Standard Contractual Clauses the terms of the most up to date Standard Contractual Clauses shall apply.

22 Publicity and Branding

22.1 The Supplier shall not:

- 22.1.1 make any press announcements or publicise this Contract or its contents in any way; or
- 22.1.2 use the Authority's name or brand in any promotion or marketing or announcement of orders;

without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed. Within 5 Working Days of the Effective Date, the Supplier shall complete and the Parties shall comply with the Press & PR Protocol set out in Schedule 33 (*Press & PR Protocol*), as amended by the Authority from time to time.

- 22.2 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 (including the Services, the Supplier System and the Authority System) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

Section G: Liability, Indemnities and Insurance

23 Limitations on Liability

Unlimited liability

- 23.1 Neither Party limits its liability for:
- 23.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
 - 23.1.2 fraud or fraudulent misrepresentation by it or its employees;
 - 23.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 23.1.4 any liability to the extent it cannot be limited or excluded by Law.
- 23.2 The Supplier's liability in respect of the indemnities in Clause 10.5 (VAT), Clause 14.7 (*Employment Indemnity*), Clause 14.8 (*Income Tax and National Insurance Contributions*), Clause 17 (*IPRs Indemnity*), Schedule 28 (*Staff Transfer*) and the Annexes to Schedule 28 (*Staff Transfer*) shall be unlimited.
- 23.3 The Authority's liability in respect of the indemnities in Clause 14.7 (*Employment Indemnity*), Schedule 28 (*Staff Transfer*) and the Annexes to Schedule 28 (*Staff Transfer*) shall be unlimited.

Financial and other limits

- 23.4 Subject to Clauses 23.1 and 23.2 (*Unlimited Liability*) and Clauses 23.7 (*Consequential losses*):
- 23.4.1 the Supplier's aggregate liability in respect of loss of or damage to the Authority Premises or other property or assets of the Authority (including technical infrastructure, assets or equipment but excluding any loss or damage to the Authority's Data or any other data) that is caused by Defaults of the Supplier occurring in each and any Contract Year shall in no event exceed ten million pounds (£10,000,000);
 - 23.4.2 the Supplier's aggregate liability in respect of loss or damage to Authority Data and the indemnity at Clause 21.1 in each and any Contract Year shall in no event exceed ten million pounds (£10,000,000);
 - 23.4.3 the Supplier's aggregate liability in respect of all:
 - (a) Service Credits; and
 - (b) Compensation for Unacceptable KPI Failure;incurred in any rolling period of 12 months shall be subject to the Service Credit Cap; and
 - 23.4.4 the Supplier's aggregate liability in respect of all other Losses incurred by the Authority under or in connection with this Contract as a result of Defaults by

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the Supplier, including the Supplier's aggregate liability in respect of the indemnities at Clauses 5.3.2, 9.7.6 and 9.7.7 shall in no event exceed:

- (a) in relation to Defaults occurring in the first Contract Year, an amount equal to 125% of the Estimated Year 1 Charges;
- (b) in relation to Defaults occurring during any subsequent Contract Year, an amount equal to 125% of the Charges paid and/or due to be paid to the Supplier under this Contract in the Contract Year immediately preceding the occurrence of the Default; and
- (c) in relation to Defaults occurring after the end of the Term, an amount equal to 125% of the Charges paid and/or due to be paid to the Supplier in the 12 month period immediately prior to the last day of the Term,

provided that where any Losses referred to this Clause 23.4.4 have been incurred by the Authority as a result of the Supplier's abandonment of this Contract or the Supplier's wilful breach of a fundamental term of this Contract or wilful repudiatory breach of this Contract or the Supplier's aggregate liability in respect of the indemnity at Clause 3.8, the references in such Clause to 125% shall be deemed to be references to 200%.

23.5 Deductions from Charges shall not be taken into consideration when calculating the Supplier's liability under Clause 23.4.3.

23.6 Subject to Clauses 23.1 and 23.3 (*Unlimited Liability*) and Clause 23.7 (*Consequential Losses*) and without prejudice to the Authority's obligation to pay the Charges as and when they fall due for payment:

23.6.1 not used

23.6.2 the Authority's aggregate liability in respect of all Losses incurred by the Supplier under or in connection with this Contract as a result of Defaults of the Authority shall in no event exceed:

- (a) in relation to Defaults occurring in the first Contract Year, an amount equal to the Estimated Year 1 Charges;
- (b) in relation to Defaults occurring during any subsequent Contract Year, an amount equal to the total Charges paid and/or due to be paid under this Contract in the Contract Year immediately preceding the occurrence of the Default; and
- (c) in relation to Defaults occurring after the end of the Term, an amount equal to the total Charges paid and/or due to be paid to the Supplier in the 12 month period immediately prior to the last day of the Term.

Consequential Losses

23.7 Subject to Clauses 23.1, 23.2 and 23.3 (*Unlimited Liability*) and Clause 23.8, neither Party shall be liable to the other Party for:

23.7.1 any indirect, special or consequential Loss; and/or

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23.7.2 any loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect).

23.8 Notwithstanding Clause 23.7 but subject to Clause 23.4, the Supplier acknowledges that the Authority may, amongst other things, recover from the Supplier the following Losses incurred by the Authority to the extent that they arise as a result of a Default by the Supplier:

23.8.1 any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

23.8.2 any wasted expenditure or charges;

23.8.3 the additional cost of procuring Replacement Services for the remainder of the Term and/or replacement Deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement Deliverables above those which would have been payable under this Contract;

23.8.4 any compensation or interest paid to a third party by the Authority;

23.8.5 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; and

23.8.6 not used.

Conduct of indemnity claims

23.9 Where under this Contract one Party indemnifies the other Party, the Parties shall comply with the provisions of Schedule 27 (*Conduct of Claims*) in relation to the conduct of claims made by a third person against the Party having (or claiming to have) the benefit of the indemnity.

Mitigation

23.10 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Contract, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Contract.

24 Insurance

24.1 The Supplier shall comply with the provisions of Schedule 6 (*Insurance Requirements*) in relation to obtaining and maintaining insurance.

Section H: Remedies and Relief

25 Rectification Plan Process

25.1 In the event that:

25.1.1 there is, or is reasonably likely to be, a Delay; and/or

25.1.2 in any Service Period there has been:

(a) a Material KPI Failure; and/or

(b) a Material PI Failure; and/or

25.1.3 the Supplier commits a Material Default that is capable of remedy,

(each a “**Notifiable Default**”), the Supplier shall notify the Authority of the Notifiable Default as soon as practicable but in any event within 3 Working Days of becoming aware of the Notifiable Default, detailing the actual or anticipated effect of the Notifiable Default and, unless the Notifiable Default also constitutes a Rectification Plan Failure or other Supplier Termination Event, the Authority may not terminate this Contract in whole or in part on the grounds of the Notifiable Default without first following the Rectification Plan Process.

Notification

25.2 If:

25.2.1 the Supplier notifies the Authority pursuant to Clause 25.1 that a Notifiable Default has occurred; or

25.2.2 the Authority notifies the Supplier that it considers that a Notifiable Default has occurred (setting out sufficient detail so that it is reasonably clear what the Supplier has to rectify),

then, unless the Notifiable Default also constitutes a Supplier Termination Event and the Authority serves a Termination Notice, the Supplier shall comply with the Rectification Plan Process.

25.3 The “**Rectification Plan Process**” shall be as set out in Clauses 25.4 (*Submission of the draft Rectification Plan*) to 25.9 (*Agreement of the Rectification Plan*).

Submission of the draft Rectification Plan

25.4 The Supplier shall submit a draft Rectification Plan to the Authority for it to review as soon as possible and in any event within 10 Working Days (or such other period as may be agreed between the Parties) after the original notification pursuant to Clause 25.2 (*Notification*). The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Notifiable Default.

25.5 The draft Rectification Plan shall set out:

25.5.1 full details of the Notifiable Default that has occurred, including a root cause analysis;

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- 25.5.2 the actual or anticipated effect of the Notifiable Default; and
 - 25.5.3 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).
- 25.6 The Supplier shall promptly provide to the Authority any further documentation that the Authority reasonably requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an expert in accordance with Paragraph 6 of Schedule 23 (*Dispute Resolution Procedure*).

Agreement of the Rectification Plan

- 25.7 The Authority may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:
- 25.7.1 is insufficiently detailed to be capable of proper evaluation;
 - 25.7.2 will take too long to complete;
 - 25.7.3 will not prevent reoccurrence of the Notifiable Default; and/or
 - 25.7.4 will rectify the Notifiable Default but in a manner which is unacceptable to the Authority.
- 25.8 The Authority shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Authority rejects the draft Rectification Plan, the Authority shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Authority for review within 5 Working Days (or such other period as agreed between the Parties) of the Authority's notice rejecting the first draft.
- 25.9 If the Authority consents to the Rectification Plan:
- 25.9.1 the Supplier shall immediately start work on the actions set out in the Rectification Plan; and
 - 25.9.2 the Authority may no longer terminate this Contract in whole or in part on the grounds of the relevant Notifiable Default;
- save in the event of a Rectification Plan Failure or other Supplier Termination Event.

26 Delay Payments

- 26.1 If a Key Milestone has not been Achieved by its relevant Milestone Date, the provisions of Paragraph 1 of Part C of Schedule 15 (*Charges and Invoicing*) shall apply in relation to the payment of Delay Payments.
- 26.2 Not used.

27 Remedial Adviser

27.1 If:

27.1.1 any of the Intervention Trigger Events occur; or

27.1.2 the Authority reasonably believes that any of the Intervention Trigger Events are likely to occur,

(each an “**Intervention Cause**”), the Authority may give notice to the Supplier (an “**Intervention Notice**”) giving reasonable details of the Intervention Cause and requiring:

27.1.3 a meeting between the Authority Representative and the Supplier Representative to discuss the Intervention Cause; and/or

27.1.4 the appointment as soon as practicable by the Supplier of a Remedial Adviser, as further described in this Clause 27.

For the avoidance of doubt, if the Intervention Cause is also a Supplier Termination Event, the Authority has no obligation to exercise its rights under this Clause 27.1 prior to or instead of exercising its right to terminate this Contract.

27.2 If the Authority gives notice that it requires the appointment of a Remedial Adviser:

27.2.1 the Remedial Adviser shall be:

(a) a person selected by the Supplier and approved by the Authority; or

(b) if none of the persons selected by the Supplier have been approved by the Authority (or no person has been selected by the Supplier) within 10 Working Days following the date on which the Intervention Notice is given, a person identified by the Authority;

27.2.2 the terms of engagement and start date agreed with the Remedial Adviser must be approved by the Authority; and

27.2.3 any right of the Authority to terminate this Contract pursuant to Clause 31.1.2 (*Termination by the Authority*) for the occurrence of that Intervention Cause shall be suspended for 60 Working Days from (and including) the date of the Intervention Notice (or such other period as may be agreed between the Parties)(the “**Intervention Period**”).

27.3 The Remedial Adviser’s overall objective shall be to mitigate the effects of, and (to the extent capable of being remedied) to remedy, the Intervention Cause and to avoid the occurrence of similar circumstances in the future. In furtherance of this objective (but without diminishing the Supplier’s responsibilities under this Contract), the Parties agree that the Remedial Adviser may undertake any one or more of the following actions:

27.3.1 observe the conduct of and work alongside the Supplier Personnel to the extent that the Remedial Adviser considers reasonable and proportionate having regard to the Intervention Cause;

27.3.2 gather any information the Remedial Adviser considers relevant in the furtherance of its objective;

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- 27.3.3 write reports and provide information to the Authority in connection with the steps being taken by the Supplier to remedy the Intervention Cause;
 - 27.3.4 make recommendations to the Authority and/or the Supplier as to how the Intervention Cause might be mitigated or avoided in the future; and/or
 - 27.3.5 take any other steps that the Authority and/or the Remedial Adviser reasonably considers necessary or expedient in order to mitigate or rectify the Intervention Cause.
- 27.4 The Supplier shall:
- 27.4.1 work alongside, provide information to, co-operate in good faith with and adopt any reasonable methodology in providing the Services recommended by the Remedial Adviser;
 - 27.4.2 ensure that the Remedial Adviser has all the access it may require in order to carry out its objective, including access to the Assets;
 - 27.4.3 submit to such monitoring as the Authority and/or the Remedial Adviser considers reasonable and proportionate in respect of the Intervention Cause;
 - 27.4.4 implement any reasonable recommendations made by the Remedial Adviser that have been approved by the Authority within the timescales given by the Remedial Adviser; and
 - 27.4.5 not terminate the appointment of the Remedial Adviser prior to the end of the Intervention Period without the prior consent of the Authority (such consent not to be unreasonably withheld).
- 27.5 The Supplier shall be responsible for:
- 27.5.1 the costs of appointing, and the fees charged by, the Remedial Adviser; and
 - 27.5.2 its own costs in connection with any action required by the Authority and/or the Remedial Adviser pursuant to this Clause 27.
- 27.6 If:
- 27.6.1 the Supplier:
 - (a) fails to perform any of the steps required by the Authority in an Intervention Notice; and/or
 - (b) is in Default of any of its obligations under Clause 27.4; and/or
 - 27.6.2 the relevant Intervention Trigger Event is not rectified by the end of the Intervention Period,
- (each a “**Remedial Adviser Failure**”), the Authority shall be entitled to terminate this Contract pursuant to Clause 31.1.2 (*Termination by the Authority*).

28 Step-In Rights

- 28.1 Not used.

29 Authority Cause

29.1 Notwithstanding any other provision of this Contract, if the Supplier has failed to:

- 29.1.1 Achieve a Milestone by its Milestone Date;
- 29.1.2 provide the Operational Services in accordance with the Target Performance Levels; and/or
- 29.1.3 comply with its obligations under this Contract,

(each a “**Supplier Non-Performance**”),

and can demonstrate that the Supplier Non-Performance would not have occurred but for an Authority Cause, then (subject to the Supplier fulfilling its obligations in this Clause 29):

- (a) the Supplier shall not be treated as being in breach of this Contract to the extent the Supplier can demonstrate that the Supplier Non-Performance was caused by the Authority Cause;
- (b) the Authority shall not be entitled to exercise any rights that may arise as a result of that Supplier Non-Performance:
 - (i) to terminate this Contract pursuant to Clause 31.1.2 (*Termination by the Authority*); or
 - (ii) to take action pursuant to Clauses 27 (*Remedial Adviser*);
- (c) where the Supplier Non-Performance constitutes the failure to Achieve a Milestone by its Milestone Date:
 - (i) the Milestone Date shall be postponed by a period equal to the period of Delay that the Supplier can demonstrate was caused by the Authority Cause;
 - (ii) if the Authority, acting reasonably, considers it appropriate, the Implementation Plan shall be amended to reflect any consequential revisions required to subsequent Milestone Dates resulting from the Authority Cause;
 - (iii) if the Milestone is a Key Milestone, the Supplier shall have no liability to pay any Delay Payments associated with the Key Milestone to the extent that the Supplier can demonstrate that such failure was caused by the Authority Cause; and
 - (iv) the Supplier shall be entitled to claim compensation subject to and in accordance with the principles set out in Paragraph 2 of Part C of Schedule 15 (*Charges and Invoicing*); and/or
- (d) where the Supplier Non-Performance constitutes a Performance Failure:
 - (i) the Supplier shall not be liable to accrue Service Credits;

- (ii) the Authority shall not be entitled to withhold any of the Service Charges pursuant to Clause 7.2.4(b) (*Performance Failures*);
- (iii) the Authority shall not be entitled to withhold and retain any Compensation for Unacceptable KPI Failure pursuant to Clause 7.4.1 (*Unacceptable KPI Failure*); and
- (iv) the Supplier shall be entitled to invoice for the Service Charges for the relevant Operational Services affected by the Authority Cause,

in each case, to the extent that the Supplier can demonstrate that the Performance Failure was caused by the Authority Cause.

29.2 In order to claim any of the rights and/or relief referred to in Clause 29.1, the Supplier shall as soon as reasonably practicable (and in any event within 10 Working Days) after becoming aware that an Authority Cause has caused, or is reasonably likely to cause, a Supplier Non-Performance, give the Authority notice (a “**Relief Notice**”) setting out details of:

29.2.1 the Supplier Non-Performance;

29.2.2 the Authority Cause and its effect, or likely effect, on the Supplier’s ability to meet its obligations under this Contract;

29.2.3 any steps which the Authority can take to eliminate or mitigate the consequences and impact of such Authority Cause; and

29.2.4 the relief and/or compensation claimed by the Supplier.

29.3 Following the receipt of a Relief Notice, the Authority shall as soon as reasonably practicable consider the nature of the Supplier Non-Performance and the alleged Authority Cause and whether it agrees with the Supplier’s assessment set out in the Relief Notice as to the effect of the relevant Authority Cause and its entitlement to relief and/or compensation, consulting with the Supplier where necessary.

29.4 The Supplier shall use all reasonable endeavours to eliminate or mitigate the consequences and impact of an Authority Cause, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.

29.5 Without prejudice to Clause 5.9 (*Continuing obligation to provide the Services*), if a Dispute arises as to:

29.5.1 whether a Supplier Non-Performance would not have occurred but for an Authority Cause; and/or

29.5.2 the nature and/or extent of the relief and/or compensation claimed by the Supplier,

either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Supplier Non-Performance.

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29.6 Any Change that is required to the Implementation Plan or to the Charges pursuant to this Clause 29 shall be implemented in accordance with the Change Control Procedure.

30 Force Majeure

30.1 Subject to the remaining provisions of this Clause 30 (and, in relation to the Supplier, subject to its compliance with its obligations in Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*)), a Party may claim relief under this Clause 30 from liability for failure to meet its obligations under this Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Contract which results from a failure or delay by an agent, Sub-contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

30.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

30.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 30 to the extent that consequences of the relevant Force Majeure Event:

30.3.1 are capable of being mitigated, but the Supplier has failed to take reasonable steps to do so;

30.3.2 should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract; or

30.3.3 are the result of the Supplier's failure to comply with its Service Continuity Plan (except to the extent that such failure is also due to a Force Majeure Event that affects the execution of the Service Continuity Plan).

30.4 Subject to Clause 30.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.

30.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

30.6 Where, as a result of a Force Majeure Event:

30.6.1 an Affected Party fails to perform its obligations in accordance with this Contract, then during the continuance of the Force Majeure Event:

(a) the other Party shall not be entitled to exercise any rights to terminate this Contract in whole or in part as a result of such failure other than

pursuant to Clause 31.1.3 (*Termination by the Authority*) or Clause 31.3.2 (*Termination by the Supplier*); and

- (b) neither Party shall be liable for any Default arising as a result of such failure;

30.6.2 the Supplier fails to perform its obligations in accordance with this Contract:

- (a) the Authority shall not be entitled:
 - (i) during the continuance of the Force Majeure Event to exercise its rights under Clause 27 (*Remedial Adviser*) as a result of such failure;
 - (ii) to receive Delay Payments pursuant to Clause 26 (*Delay Payments*) to the extent that the Achievement of any Milestone is affected by the Force Majeure Event; and
 - (iii) to receive Service Credits, to withhold any of the Service Charges pursuant to Clause 7.2.4(b) (*Performance Failures*) or withhold and retain any of the Service Charges as compensation pursuant to Clause 7.4.1 (*Unacceptable KPI Failure*) to the extent that a Performance Failure has been caused by the Force Majeure Event; and
- (b) the Supplier shall be entitled to receive payment of the Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of this Contract during the occurrence of the Force Majeure Event.

30.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract.

30.8 Relief from liability for the Affected Party under this Clause 30 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and shall not be dependent on the serving of notice under Clause 30.7.

Section I: Termination and Exit Management

31 Termination Rights

Termination by the Authority

31.1 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier:

31.1.1 not used;

31.1.2 if a Supplier Termination Event occurs;

31.1.3 if a Force Majeure Event endures for a continuous period of more than 90 days; or

31.1.4 if the Contract has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure,

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

31.2 Where the Authority:

31.2.1 is terminating this Contract under Clause 31.1.2 due to the occurrence of either limb (b),(h) and/or (i) of the definition of Supplier Termination Event, it may rely on a single material Default or on a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are cured) which taken together constitute a material Default; and/or

31.2.2 has the right to terminate this Contract under Clause 31.1.2 or Clause 31.1.3, it may, prior to or instead of terminating the whole of this Contract, serve a Termination Notice requiring the partial termination of this Contract to the extent that it relates to any part of the Services which are materially affected by the relevant circumstances.

Termination by the Supplier

31.3 The Supplier may, by issuing a Termination Notice to the Authority, terminate:

31.3.1 this Contract if the Authority fails to pay an undisputed sum due to the Supplier under this Contract which in aggregate exceeds **[redacted under FOIA Section 43, Commercial Interests]** (excluding VAT) and such amount remains outstanding 40 Working Days after the receipt by the Authority of a notice of non-payment from the Supplier; or

31.3.2 any Services that are materially impacted by a Force Majeure Event that endures for a continuous period of more than 90 days,

and the relevant Services shall then terminate on the date specified in the Termination Notice (which shall not be less than 20 Working Days from the date of the issue of the Termination Notice). If the operation of Clause 31.3.2 would result in a Partial Termination, the provisions of Clause 31.4 (*Partial Termination*) shall apply.

Partial Termination

- 31.4 If the Supplier notifies the Authority pursuant to Clause 31.3.2 (*Termination by the Supplier*) that it intends to terminate this Contract in part and the Authority, acting reasonably, believes that the effect of such Partial Termination is to render the remaining Services incapable of meeting a significant part of the Authority Requirements, then the Authority shall be entitled to terminate the remaining part of this Contract by serving a Termination Notice to the Supplier within 1 month of receiving the Supplier's Termination Notice. For the purpose of this Clause 31.4, in assessing the significance of any part of the Authority Requirements, regard shall be had not only to the proportion of that part to the Authority Requirements as a whole, but also to the importance of the relevant part to the Authority.
- 31.5 The Parties shall agree the effect of any Change necessitated by a Partial Termination in accordance with the Change Control Procedure, including the effect the Partial Termination may have on any other Services and the Charges, provided that:
- 31.5.1 the Supplier shall not be entitled to an increase in the Charges in respect of the Services that have not been terminated if the Partial Termination arises due to the occurrence of a Supplier Termination Event;
- 31.5.2 any adjustment to the Charges (if any) shall be calculated in accordance the Financial Transparency Objectives and Open Book Data and must be reasonable; and
- 31.5.3 the Supplier shall not be entitled to reject the Change.

32 Consequences of Expiry or Termination

General Provisions on Expiry or Termination

- 32.1 The provisions of Clauses 5.8 (*Specially Written Software warranty*), 9.7.6 (*Indemnity against the recall of goods*), 10.4 and 10.5 (*VAT*), 10.6 and 10.7 (*Set-off and Withholding*), 12 (*Records, Reports, Audits & Open Book Data*), 14.7 (*Employment Indemnity*), 14.8 (*Income Tax and National Insurance Contributions*), 16 (*Intellectual Property Rights*), 17.1 (*IPRs Indemnity*), 19 (*Confidentiality*), 20 (*Transparency and Freedom of Information*), 21 (*Protection of Personal Data*), 23 (*Limitations on Liability*), 32 (*Consequences of Expiry or Termination*), 38 (*Severance*), 40 (*Entire Agreement*), 41 (*Third Party Rights*), 43 (*Disputes*) and 44 (*Governing Law and Jurisdiction*), and the provisions of Schedules 1 (*Definitions*), 15 (*Charges and Invoicing*), 19 (*Financial Reports and Audit Rights*), 22 (*Change Control Procedure*), 23 (*Dispute Resolution Procedure*), 24 (*Reports and Records Provisions*), 25 (*Exit Management*), 28 (*Staff Transfer*), 32 (*Intellectual Property Rights*) and 33 (*Press & PR Protocol*), shall survive the termination or expiry of this Contract.
- 32.2 Accumulated rights of the Parties shall not be affected by termination or expiry of the Contract.

Exit Management

- 32.3 The Parties shall comply with the provisions of Schedule 25 (*Exit Management*) and any current Exit Plan in relation to orderly transition of the Services to the Authority or a Replacement Supplier.

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Payments by the Authority

32.4 not used;

32.5 If this Contract is terminated (in part or in whole) by the Authority pursuant to Clause 31.1.2, 31.1.3, or 31.2 (*Termination by the Authority*) or Clause 33.9.2 (*Compliance*), or the Term expires, the only payments that the Authority shall be required to make as a result of such termination (whether by way of compensation or otherwise) are:

32.5.1 payments in respect of any Assets or apportionments in accordance with Schedule 25 (*Exit Management*); and

32.5.2 payments in respect of unpaid Charges for Services received up until the Termination Date.

32.6 The costs of termination incurred by the Parties shall lie where they fall if:

32.6.1 either Party terminates or partially terminates this Contract for a continuing Force Majeure Event pursuant to Clauses 31.1.3 or 31.2.2 (*Termination by the Authority*) or 31.3.2 (*Termination by the Supplier*); or

32.6.2 the Authority terminates this Contract under Clause 31.1.4 (*Termination by the Authority*).

Payments by the Supplier

32.7 In the event of termination or expiry of this Contract, the Supplier shall repay to the Authority all Charges it has been paid in advance in respect of Services including Goods, Software or other items within the Supplier Solution not provided by the Supplier as at the date of expiry or termination, and shall pay to the Authority as a debt a sum equal to the total amount of all Deductions (if any) accrued but not yet paid to the Authority.

32.8 Not used

32.9 Not used

32.10 Not used

32.11 Not used

32.12 Not used

Section J: Miscellaneous and Governing Law

33 Compliance

Health and Safety

- 33.1 The Supplier shall perform its obligations under this Contract (including those in relation to the Services) in accordance with:
- 33.1.1 all applicable Law regarding health and safety; and
 - 33.1.2 the Health and Safety Policy whilst at the Authority Premises.
- 33.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority Premises of which it becomes aware and which relate to or arise in connection with the performance of this Contract. The Supplier shall instruct the Supplier Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

Employment Law

- 33.3 The Supplier must perform its obligations meeting the requirements of all applicable Law regarding employment.

Equality and Diversity

- 33.4 The Supplier shall:
- 33.4.1 perform its obligations under this Contract (including those in relation to the Services) in accordance with:
 - (a) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (b) the Authority's equality and diversity policy as provided to the Supplier from time to time; and
 - (c) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and
 - 33.4.2 take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

Official Secrets Act and Finance Act

- 33.5 The Supplier shall comply with the provisions of:
- 33.5.1 the Official Secrets Acts 1911 to 1989; and
 - 33.5.2 section 182 of the Finance Act 1989.

Conflicts of Interest

33.6 The Supplier:

33.6.1 must take action to ensure that neither the Supplier nor the Supplier Personnel are placed in the position of an actual, potential or perceived Conflict of Interest.

33.6.2 must promptly notify and provide details to the Authority if an actual, potential or perceived Conflict of Interest happens or is expected to happen.

33.7 The Authority will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Authority, such measures do not or will not resolve an actual or potential Conflict of Interest, the Authority may terminate this Contract in accordance with Clause 31.1.2 immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 32.2, 32.4 and 32.6 to 32.7 shall apply.

Modern Slavery

33.8 The Supplier:

33.8.1 shall not use, nor allow its sub-contractors to use forced, bonded or involuntary prison labour;

33.8.2 shall not require any Supplier Personnel or the personnel of any sub-contractors to lodge deposits or identity papers with their employer and shall be free to leave their employer after reasonable notice;

33.8.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;

33.8.4 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;

33.8.5 shall make reasonable enquires to ensure that its officers, employees and sub-contractors have not been convicted of slavery or human trafficking offences anywhere around the world;

33.8.6 shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its sub-contractors anti-slavery and human trafficking provisions;

33.8.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;

33.8.8 shall prepare and deliver to the Authority, an annual slavery and human trafficking report 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;

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- 33.8.9 shall not use, nor allow its employees or sub-contractors 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 sub-contractors;
 - 33.8.10 shall not use or allow child or slave labour to be used by its sub-contractors; and
 - 33.8.11 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 sub-contractors to the Authority and the Modern Slavery Helpline and relevant national or local law enforcement agencies.
- 33.9 If the Supplier is in Default under Clauses 33.8.1 to 33.8.11 the Authority may by notice:
- 33.9.1 require the Supplier to remove from performance of the Contract any sub-contractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or
 - 33.9.2 immediately terminate the Contract in accordance with Clause 31.1.2; and
- the Supplier shall, if the Supplier or the Authority identifies any occurrence of modern slavery connected to this Contract, comply with any request of the Authority to follow the Rectification Plan Process to submit a remedial action plan which follows the form set out in Annex D of the Tackling Modern Slavery in Government Supply Chains guidance to PPN 02/23 (Tackling Modern Slavery in Government Supply Chains).
- 33.10 If the Supplier notifies the Authority pursuant to Clause 33.8.11 it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Contract.

Whistleblowing

- 33.11 As soon as it is aware of it the Supplier and Supplier Personnel must report to the Authority any actual or suspected breach of:
- 33.11.1 Law;
 - 33.11.2 Clauses 33.1 to 33.8 or 33.12; or
 - 33.11.3 Clause 37.
- 33.12 The Supplier must not retaliate against any of the Supplier Personnel who in good faith reports a breach listed in this Clause to the Authority or a Prescribed Person.

34 Assignment and Novation

- 34.1 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 Contract without the prior written consent of the Authority.
- 34.2 The Authority may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Contract and/or any associated licences to one or more Fire Authorities or to any body (including any private sector body) which performs any of the functions that previously had been performed by the Authority, and

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the Supplier shall, at the Authority's request, enter into a novation agreement in such form as the Authority shall reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 34.2.

34.3 Not used.

34.4 If the Authority assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Contract to a body which is not another Public Sector Body or if a body which is not another Public Sector Body succeeds the Authority (any such body a "**Successor Body**"), the Supplier shall have the right to terminate for an Insolvency Event affecting the Successor Body identical to the right of termination of the Authority under limb (k) of the definition of Supplier Termination Event (as if references in that limb (k) to the Supplier and the Guarantor were references to the Successor Body) and the consequences of termination set out in Clause 32.3 shall apply.

35 Waiver and Cumulative Remedies

35.1 The rights and remedies under this Contract 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 Contract 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.

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

36 Relationship of the Parties

36.1 Except as expressly provided otherwise in this Contract, nothing in this Contract, nor any actions taken by the Parties pursuant to this Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

37 Prevention of Fraud and Bribery

37.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Effective Date:

37.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

37.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

37.2 The Supplier shall not during the term of this Contract:

37.2.1 commit a Prohibited Act; and/or

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- 37.2.2 do or suffer anything to be done which would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 37.3 The Supplier shall during the term of this Contract:
 - 37.3.1 establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
 - 37.3.2 have in place reasonable prevention measures (as defined in sections 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;
 - 37.3.3 keep appropriate records of its compliance with its obligations under Clause 37.3.1 and make such records available to the Authority on request; and
 - 37.3.4 take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with Section 47 of the Criminal Finances Act 2017.
- 37.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of Clause 37.1 and/or 37.2, or has reason to believe that it has or any of the Supplier Personnel have:
 - 37.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 37.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - 37.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or Party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.
- 37.5 If the Supplier makes a notification to the Authority pursuant to Clause 37.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, Records and/or any other relevant documentation in accordance with Clause 12 (*Records, Reports, Audits & Open Book Data*).
- 37.6 If the Supplier is in Default under Clauses 37.1 and/or 37.2, the Authority may by notice:
 - 37.6.1 require the Supplier to remove from performance of this Contract any Supplier Personnel whose acts or omissions have caused the Default; or
 - 37.6.2 immediately terminate this Contract in accordance with Clause 31.1.2.

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37.7 Any notice served by the Authority under Clause 37.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Contract shall terminate).

38 Severance

38.1 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.

39 Further Assurances

39.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be reasonably necessary to give effect to the meaning of this Contract.

40 Entire Agreement

40.1 This Contract constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

40.2 Neither Party has been given, nor entered into this Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Contract.

40.3 Nothing in this Clause 40 shall exclude any liability in respect of misrepresentations made fraudulently.

41 Third Party Rights

41.1 The provisions of Clause 17.1 (*IPRs Indemnity*), Paragraphs 2.1 and 2.6 of Part A (if applicable), Paragraphs 2.1, 2.6, 3.1 and 3.3 of Part B (if applicable), Paragraphs 2.1 and 2.3 of Part C, Part D (if applicable) and Paragraphs 1.4, 2.3 and 2.8 of Part E of Schedule 28 (*Staff Transfer*) and the provisions of Paragraph 7.9 of Schedule 25 (*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 CRTPA.

41.2 Subject to Clause 41.1, a person who is not a Party to this Contract has no right under the CRTPA to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

41.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Authority, which may, if given, be given on and subject to such terms as the Authority may determine.

41.4 Any amendments or modifications to this Contract may be made, and any rights created under Clause 41.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

42 Notices

42.1 Any notices sent under this Contract must be in writing.

42.2 Subject to Clause 42.4, the following table sets out the method by which notices may be served under this Contract 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 email to the correct email 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™ 1st 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
Prepaid airmail, providing proof of postage.	At 9.00am on the fifth Business Day after posting.	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

42.3 Notices shall be sent to the addresses 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 Contract:

	Supplier	Authority
Contact	[redacted under FOIA Section 40, Personal Information]	[redacted under FOIA Section 40, Personal Information]
Address	Frequentis (UK) Limited, Regal House, 70 London Road, Twickenham, London, TW1 3QS	Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, Cheshire WA5 3UZ

	Supplier	Authority
Email	[redacted under FOIA Section 40, Personal Information and FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 40, Personal Information and FOIA Section 43, Commercial Interests]

42.4 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in the table in Clause 42.2:

- 42.4.1 not used;
- 42.4.2 Force Majeure Notices;
- 42.4.3 notices issued by the Supplier pursuant to Clause 31.3 (*Termination by the Supplier*);
- 42.4.4 Termination Notices; and
- 42.4.5 Dispute Notices.

42.5 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 42.4 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 42.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

42.6 This Clause 42 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Schedule 23 (*Dispute Resolution Procedure*)).

43 Disputes

- 43.1 The Parties shall resolve Disputes arising out of or in connection with this Contract in accordance with the Dispute Resolution Procedure.
- 43.2 The Supplier shall continue to provide the Services in accordance with the terms of this Contract until a Dispute has been resolved.

44 Governing Law and Jurisdiction

- 44.1 This Contract 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.
- 44.2 Subject to Clause 43 (*Disputes*) and Schedule 23 (*Dispute Resolution Procedure*) (including the Authority’s right to refer the dispute to arbitration), 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 Contract or its subject matter or formation.

45 Signature

- 45.1 This Contract may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one agreement.
- 45.2 Transmission of (a) an executed signature page of a counterpart of the Contract (b) the dated cover page of a counterpart of this Contract and (c) the dated page 1 of a counterpart of this Contract by email or by other agreed method of transmission (in PDF, JPEG or other agreed format) with a PDF of the Core Terms and Schedules, takes effect as the transmission of an executed "wet ink" counterpart of this Contract.
- 45.3 Any statutory presumption that delivery of this deed is on execution shall be disappplied. Delivery shall take place at the virtual completion meeting where the signatories' authorised representatives shall date and deliver this deed.

This Contract has been executed as a deed and is delivered and duly entered into by the Parties on the date which appears at the head of its page 1.

For and on behalf of the Supplier:

Executed as a deed by Frequentis (UK) Limited acting by [redacted under FOIA Section 40, Personal Information] , a director, in the presence of a witness:	[redacted under FOIA Section 40, Personal Information and FOIA Section 43, Commercial Interests] Director
Witness signature:	[redacted under FOIA Section 40, Personal Information and FOIA Section 43, Commercial Interests]
Witness name:	[redacted under FOIA Section 40, Personal Information]
Witness address:	[redacted under FOIA Section 40, Personal Information]
Witness occupation:	[redacted under FOIA Section 40, Personal Information]

For and on behalf of the Authority:

<p>Executed as a deed by NW Firecontrol Limited</p> <p>by the affixing of its common seal in the presence of:</p>	
<p>Signature:</p>	<p>[redacted under FOIA Section 40, Personal Information and FOIA Section 43, Commercial Interests]</p>
<p>Name (block capitals):</p>	<p>[redacted under FOIA Section 40, Personal Information]</p> <p>..... Authorised signatory</p>



Government
Legal Department



Cabinet Office

Deed of Contract for Mobilising System Solution and associated Services: Combined Schedules

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Deed of Contract for Provision of Mobilising System Solution and Services

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Schedule 1

Definitions

Schedule 1: Definitions

1. Definitions

- 1.1 In the 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 the Contract, unless the context otherwise requires:
- 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted (including as a consequence of the Retained EU Law (Revocation and Reform) Act 2023) from time to time;
 - 1.3.5 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**”;
 - 1.3.6 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;
 - 1.3.7 references to “**representations**” shall be construed as references to present facts, to “**warranties**” as references to present and future facts and to “**undertakings**” as references to obligations under the Contract;
 - 1.3.8 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;
 - 1.3.9 references to “**Paragraphs**” are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified; and

Schedule 1 (Definitions)

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1.3.11 the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract.

1.3.12 Not used.

1.4 Not used.

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

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

“Achieve”

- (a) in respect of a Test, to successfully pass a Test without any Test Issues; and
- (b) in respect of a Milestone or a Change Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone or Change Milestone in accordance with the provisions of Schedule 14 (*Testing Procedures*),

and **“Achieved”** and **“Achievement”** shall be construed accordingly;

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

“Affiliate” in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;

“Allowable Assumptions” the assumptions set out in Annex 5 of Schedule 15 (*Charges and Invoicing*);

“Annual Revenue” means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:

- (a) figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and
- (b) where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British

Pound Sterling at the closing exchange rate on the Accounting Reference Date;

“Assets”	all assets and rights used by the Supplier to provide the Services in accordance with this Contract but excluding the Authority Assets;
“Associated Person”	has the meaning given to it in Section 44(4) of the Criminal Finances Act 2017;
“Associates”	means, 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;
“Assurance”	means written confirmation from a Relevant Authority to the Supplier that the CRP Information is approved by the Relevant Authority;
“ATP Milestone”	the Milestone linked to Authority to Proceed for the relevant Operational Services set out in the Implementation Plan;
“Audit ”	any exercise by the Authority of its Audit Rights pursuant to Clause 12 (<i>Records, Reports, Audit & Open Book Data</i>) and Schedule 19 (<i>Financial Reports and Audit Rights</i>);
“Audit Agents”	<ul style="list-style-type: none">(a) the Authority’s internal and external auditors;(b) the Authority’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 Authority to carry out audit or similar review functions; and(f) successors or assigns of any of the above;
“Audit Rights”	the audit and access rights referred to in Schedule 19 (<i>Financial Reports and Audit Rights</i>);
“Authority Assets”	the Authority Materials, the Authority infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Authority (other than under or pursuant to this Contract) and which is or may

be used in connection with the provision or receipt of the Services;

“Authority Background IPRs”

- (a) IPRs owned by the Authority before the Effective Date, including IPRs contained in any of the Authority’s Know-How, documentation, processes and procedures;
- (b) IPRs created by the Authority independently of this Contract; and/or
- (c) Crown Copyright which is not available to the Supplier otherwise than under this Contract;

but excluding IPRs owned by the Authority subsisting in the Authority Software;

“Authority Cause”

any material breach by the Authority of any of the Authority Responsibilities, except to the extent that such breach is:

- (a) the result of any act or omission by the Authority to which the Supplier has given its prior consent; or
- (b) caused by the Supplier, any Sub-contractor or any Supplier Personnel;

“Authority Data”

- (a) the 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, and which are:
 - (i) supplied to the Supplier by or on behalf of the Authority; and/or
 - (ii) which the Supplier is required to migrate, generate, process, store or transmit pursuant to this Contract; and/or
- (b) any Personal Data for which the Authority and/or one of more of the Fire Authorities or Other Fire Authorities is the Controller;

“Authority IT Strategy”

the Authority’s IT policy 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 Change Control Procedure;

“Authority Materials”

the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Supplier, the IPRs in which:

- (a) are owned or used by or on behalf of the Authority;
and
- (b) are or may be used in connection with the provision or receipt of the Services,

but excluding any Project Specific IPRs, Specially Written Software, Supplier Software, Third Party Software and Documentation relating to Supplier Software or Third Party Software;

“Authority Premises”

premises owned, controlled or occupied by the Authority and/or any Fire Authority which are made available for use by the Supplier or its Sub-contractors for provision of the Services (or any of them);

“Authority Representative”

the representative appointed by the Authority pursuant to Clause 11.4 (*Representatives*);

“Authority Requirements”

the requirements of the Authority set out in or referred to in Schedule 2 (*Services Description*), or set out in Schedule 3 (*Performance Levels*), Schedule 4 (*Standards*), Schedule 5 (*Security Management*), Schedule 6 (*Insurance Requirements*) Schedule 13 (*Implementation Plan*), Schedule 24 (*Reports and Records Provisions*), Schedule 25 (*Exit Management*) and Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*);

“Authority Responsibilities”

the responsibilities of the Authority specified in Schedule 7 (*Authority Responsibilities*);

“Authority Software”

software which is owned by or licensed to the Authority (other than under or pursuant to this Contract) and which is or will be used by the Supplier for the purposes of providing the Services;

“Authority System”

the Authority’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with this Contract which is owned by the Authority or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services, including any of the Fire Authorities' systems;

**“Authority to Proceed”
or “ATP”**

the authorisation to the Supplier to commence the provision of the relevant Operational Services to the Authority, provided by the Authority in the form of a Milestone Achievement Certificate in respect of the ATP Milestone;

“Authority-Related Disaster”	has the meaning given in Schedule 26 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
“Balanced Scorecard Report”	has the meaning given in Paragraph 1.1.2 of Part B of Schedule 3 (<i>Performance Levels</i>);
“Baseline Security Requirements”	the Authority’s baseline security requirements, the current copy of which is contained in Annex 1 of Schedule 5 (<i>Security Management</i>) (Baseline Security Requirements), as updated from time to time by the Authority and notified to the Supplier;
“Board ”	means the Supplier’s board of directors;
“Board Confirmation”	means the written confirmation from the Board in accordance with Paragraph 8 of Schedule 18 (<i>Financial Distress</i>);
“Cabinet Office Markets and Suppliers Team”	means the UK Government’s team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
“CAD”	has the meaning given in Schedule 2 (<i>Services Description</i>);
“Change ”	any change to this Contract;
“Change Authorisation Note”	a form setting out an agreed Contract Change which shall be substantially in the form of Annex 2: Change Authorisation Note to Schedule 22 (<i>Change Control Procedure</i>);
“Change Control Procedure”	the procedure for changing this Contract set out in Schedule 22 (<i>Change Control Procedure</i>);
“Change in Law”	any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;
“Change Milestone ”	has the meaning given in Schedule 22 (<i>Change Control Procedure</i>);
“Change Milestone Date”	has the meaning given in Schedule 22 (<i>Change Control Procedure</i>);
“Change Request”	has the meaning given in Schedule 22 (<i>Change Control Procedure</i>);
“Charges”	the charges for the provision of the Services and Supplier Solution set out in or otherwise calculated in accordance with Schedule 15 (<i>Charges and Invoicing</i>), including any

	Milestone Payment or any Service Charge and including charges for Goods, Software or any Contract Changes;
“Class 1 Transaction”	has the meaning set out in the listing rules issued by the UK Listing Authority;
“CNI”	means Critical National Infrastructure;
“Commercial off the shelf Software” or “COTS Software”	means the Supplier COTS Software and the Third Party COTS Software;
“Commercially Sensitive Information”	<p>the information listed in Schedule 9 (<i>Commercially Sensitive Information</i>) comprising the information of a commercially sensitive nature relating to:</p> <ul style="list-style-type: none">(a) the pricing of the Services;(b) details of the Supplier’s IPRs; and(c) the Supplier’s business and investment plans; <p>which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;</p>
“Comparable Supply”	the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
“Compensation for Unacceptable KPI Failure”	has the meaning given in Clause 7.4.1 (<i>Unacceptable KPI Failure</i>);
“Condition Precedent”	has the meaning given in Clause 4.2 (<i>Condition Precedent</i>);
“Confidential Information”	<ul style="list-style-type: none">(a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Contract that relates to:<ul style="list-style-type: none">(i) the Disclosing Party Group; or(ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group;(b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Contract that is clearly designated as being confidential or equivalent

or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Contract;

(c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Contract and all matters arising therefrom; and

(d) Information derived from any of the above,

but not including any Information which:

(i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;

(ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;

(iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality;

(iv) was independently developed without access to the Confidential Information; or

(v) relates to the Supplier's:

(1) performance under this Contract; or

(2) failure to pay any Sub-contractor as required pursuant to Clause 15.15.1 (*Supply Chain Protection*);

“Conflict of Interest”	a conflict between the financial or personal duties of the Supplier or the Supplier Personnel and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority;
“Contract ”	the deed of contract between the Authority and the Supplier;
“Contract Change”	any change to this Contract other than an Operational Change; to be clear, this does not necessarily mean the terms of the Contract must change (although they may do); a Contract Change can include a technical change which, for example, alters what is delivered under the Contract but does not require any change to the Charges, Services Description or any other Contract terms;
“Contract Year”	<p>(a) a period of 12 months commencing on the Effective Date; or</p> <p>(b) thereafter a period of 12 months commencing on each anniversary of the Effective Date;</p> <p>provided that the final Contract Year shall end on the expiry or termination of the Term;</p>
“Contracts Finder”	the online government portal which allows suppliers to search for information about contracts as prescribed by Part 4 of the Public Contract Regulations 2015 or its successor under the Procurement Act 2023, or any system with equivalent functionality and reach to Contracts Finder or to its successor;
“Control”	the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;
“Controller”	has the meaning given in the UK GDPR or the EU GDPR as the context requires;
“Corporate Change Event ”	<p>means:</p> <p>(a) any change of Control of the Supplier or a Parent Undertaking of the Supplier;</p> <p>(b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;</p>

- (c) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;
- (d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;
- (e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;
- (f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period;
- (g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;
- (h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;
- (i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or
- (j) any process or events with an effect analogous to those in Paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;

“Corporate Change Event Grace Period”

means a grace period agreed to by the Relevant Authority for providing CRP Information and/or updates to Service Continuity Plan after a Corporate Change Event

“Corporate Resolvability Assessment (Structural Review)”

means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 and Annex 2: Corporate Resolvability

Assessment (Structural Review) of Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*);

“Costs”	has the meaning given in Schedule 15 (<i>Charges and Invoicing</i>);
“CPP Milestone”	a contract performance point as set out in the Implementation Plan, being the Milestone at which the Supplier has demonstrated that the Supplier Solution or relevant Service is working satisfactorily in its operating environment in accordance with Schedule 14 (<i>Testing Procedures</i>);
“Critical National Infrastructure”	means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in: (a) major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or (b) significant impact on the national security, national defence, or the functioning of the UK;
“Critical Performance Failure”	(a) the occurrence of three or more Priority 1 Service Incidents in any period of 6 months; or (b) the Supplier accruing Service Credits or Compensation for Unacceptable KPI Failure which meet or exceed the Service Credit Cap;
“Critical Service Contract”	means the overall status of the Services provided under this Contract as determined by the Authority and specified in Paragraph 1.1 of Part B to Schedule 26 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
“Crown Body”	means 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 Copyright”	has the meaning given in the Copyright, Designs and Patents Act 1988;

“CRP Information”	means the Corporate Resolution Planning Information, together, the: <ul style="list-style-type: none">(a) Exposure Information (Contracts List);(b) Corporate Resolvability Assessment (Structural Review); and(c) Financial Information and Commentary;
“CRTPA”	the Contracts (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 Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Loss Event;
“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”	<ul style="list-style-type: none">(a) the UK GDPR;(b) the DPA 2018;(c) all other applicable Law about the processing of personal data and privacy; and(d) (to the extent that it applies) the EU GDPR;
“Data Subject ”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Data Subject Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to their Personal Data;
“Deductions”	all Service Credits, Compensation for Unacceptable KPI Failure, Delay Payments or any other deduction which is paid or payable to the Authority under this Contract;
“Default”	any breach of the obligations of the relevant Party (including abandonment of this Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement: <ul style="list-style-type: none">(a) in the case of the Authority, of its employees, servants, agents; or(b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel,

in connection with or in relation to the subject-matter of this Contract and in respect of which such Party is liable to the other;

- “Defect”**
- (a) any error, damage or defect in the manufacturing of a Deliverable; or
 - (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or
 - (c) any failure of any Deliverable to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria; or
 - (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria;
- “Delay ”**
- (a) a delay in the Achievement of a Milestone by its Milestone Date; or
 - (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
- “Delay Payments”** the amounts payable by the Supplier to the Authority in respect of a Delay in Achieving a Key Milestone as specified in Schedule 15 (*Charges and Invoicing*);
- “Delay Payments Cap”** has the meaning given in Schedule 15 (*Charges and Invoicing*);
- “Deliverable”** an item, feature, software or Goods delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Contract;
- “Delivery Date”** the date agreed between the Authority and the Supplier for delivery of the Contract Change and set out in the Change Authorisation Note;

“Dependent Parent Undertaking”	means 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;
“Description of Deliverables”	a document provided by the Authority to the Supplier setting out a description of deliverables as part of the Authority Requirements (where those deliverables are relevant to the Supplier Solution), a copy of which is included in Schedule 2 (<i>Services Description</i>); to be clear: not all the deliverables in that document are Deliverables (as defined in the Contract); some of the deliverables in that document may not be applicable to the Supplier Solution; Deliverables other than the deliverables listed in that document may be required to deliver the Supplier Solution;
“Detailed Implementation Plan”	the plan developed and revised from time to time in accordance with Paragraphs 3 and 4 of Schedule 13 (<i>Implementation Plan</i>);
“Disaster”	has the meaning given in Schedule 26 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
“Disclosing Party ”	has the meaning given in Clause 19.1 (<i>Confidentiality</i>);
“Disclosing Party Group”	(a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier; and (b) where the Disclosing Party is the Authority, the Authority, the Fire Authorities and Other Fire Authority or any Crown Body with which the Authority or the Supplier interacts in connection with this Contract;
“Dispute ”	any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
“Dispute Notice”	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;

“Dispute Resolution Procedure”	the dispute resolution procedure set out in Schedule 23 (<i>Dispute Resolution Procedure</i>);
“Documentation”	<p>descriptions of the Services and Performance Indicators, details of the Supplier System (including (i) vendors and versions for off-the-shelf components and (ii) source code and build information for proprietary components), 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 as:</p> <ul style="list-style-type: none">(a) is required to be supplied by the Supplier to the Authority under this Contract (including as set out in the Description of Deliverables);(b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services;(c) is required by the Supplier in order to provide the Services; and/or(d) has been or shall be generated for the purpose of providing the Services;
“DOTAS”	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
“DPA 2018”	the Data Protection Act 2018;
“Due Diligence Information”	any information supplied to the Supplier by or on behalf of the Authority prior to the Effective Date;
“EEA”	European Economic Area;
“Effective Date”	the later of:

- (a) the date on which this Contract is signed by both Parties; and
- (b) the date on which the Condition Precedent has been satisfied or waived in accordance with Clause 4.2 (*Condition Precedent*);

“EIRs”

the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Crown Body in relation to such Regulations;

“Emergency Maintenance”

ad hoc and unplanned maintenance provided by the Supplier where:

- (a) the Authority reasonably suspects that the IT Environment or the Services, or any part of the IT Environment or the Services, has or may have developed a fault, and notifies the Supplier of the same; or
- (b) the Supplier reasonably suspects that the IT Environment or the Services, or any part the IT Environment or the Services, has or may have developed a fault;

“Employee Liabilities”

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 related to employment including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;

	<p>(e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;</p> <p>(f) employment claims whether in tort, contract or statute or otherwise;</p> <p>(g) any investigation relating to employment matters 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>
“Employment Regulations”	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
“End User”	any person authorised by the Authority to use the IT Environment and/or the Services;
“Estimated Initial Service Charges”	the estimated Service Charges payable by the Authority during the period of 12 months from the first Operational Service Commencement Date, as set out in Annex 6: Estimated Charges of Schedule 15 (<i>Charges and Invoicing</i>);
“Estimated Year 1 Charges”	the estimated Charges payable by the Authority during the first Contract Year, as set out in Annex 6: Estimated Charges of Schedule 15 (<i>Charges and Invoicing</i>);
“EU ”	the European Union;
“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;
“Exit Management”	services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Authority and/or a Replacement Supplier, as set out or referred to in Schedule 25 (<i>Exit Management</i>);
“Exit Plan”	the plan produced and updated by the Supplier during the Term in accordance with Paragraph 4 of Schedule 25 (<i>Exit Management</i>);
“Expedited Dispute Timetable”	the reduced timetable for the resolution of Disputes set out in Paragraph 3 of Schedule 23 (<i>Dispute Resolution Procedure</i>);

“Expert ”	has the meaning given in Schedule 23 (<i>Dispute Resolution Procedure</i>);
“Expert Determination”	the process described in Paragraph 6 of Schedule 23 (<i>Dispute Resolution Procedure</i>);
“Exposure Information (Contracts List)”	means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 2 and Annex 1 of Part B of Schedule 26 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
“Extension Period”	an extension period of 1 year after the end of the Initial Term or after the end of a 1-year extension period, up to a maximum of 3 x 1-year extension periods in total after the Initial Term;
“Fallback Arrangements”	has the meaning given in Schedule 26 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
“FDE Group”	has the meaning given in Schedule 18 (<i>Financial Distress</i>);
“Financial Distress Event”	the occurrence of one or more of the events listed in Paragraph 3.1 of Schedule 18 (<i>Financial Distress</i>);
“Financial Distress Remediation Plan”	a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Contract in the event that a Financial Distress Event occurs. This plan should include what the Authority would need to put in place to ensure performance and delivery of the Services in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity and may refer to the Insolvency Continuity Plan in this regard;
“Financial Information and Commentary”	means part of the CRP Information requirements set out in accordance with Paragraph 2 and Annex 3 of Part B of Schedule 26 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
“Financial Transparency Objectives”	has the meaning given in Schedule 19 (<i>Financial Reports and Audit Rights</i>);
“Fire Authorities”	the fire & rescue authorities in North West England that jointly own the Authority, being: <ul style="list-style-type: none">• Cheshire Fire and Rescue Authority;• Cumbria Commissioner Fire and Rescue Authority;

- Greater Manchester Combined Authority; and
- Lancashire Fire and Rescue Authority

and “**Fire Authority**” means any one of them;

“ 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 any relevant Crown Body in relation to such Act;
“ Force Majeure Event ”	any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or other natural disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier’s or a Sub-contractor’s supply chain;
“ 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 ”	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
“ General Change in Law ”	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
“ Good Industry Practice ”	at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;
“ Goods ”	has the meaning given in Clause 9.7 (<i>Supply of Goods</i>);

“Guarantee”	the deed of guarantee in favour of the Authority entered into by the Guarantor on or about the date of this Contract (which is in the form set out in Schedule 30 (<i>Deed of Guarantee</i>)), or any guarantee acceptable to the Authority that replaces it from time to time;
“Guarantor”	not used;
“Halifax Abuse Principle”	the principle explained in the CJEU Case C-255/02 Halifax and others;
“Health and Safety Policy”	the health and safety policy of the Authority and/or other relevant Crown Body as provided to the Supplier on or before the Effective Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety;
“HMRC”	HM Revenue & Customs;
“ICCS”	has the meaning given in Schedule 2 (<i>Services Description</i>);
“Impact Assessment”	has the meaning given in Schedule 22 (<i>Change Control Procedure</i>);
“Implementation Plan”	the Outline Implementation Plan or (if and when approved by the Authority pursuant to Paragraph 3 of Schedule 13 (<i>Implementation Plan</i>)) the Detailed Implementation Plan as updated in accordance with Paragraph 4 of Schedule 13 (<i>Implementation Plan</i>) from time to time;
“Implementation Services ”	the implementation services described as such in the Services Description;
“Implementation Services Commencement Date”	the date on which the Supplier is to commence provision of the first of the Services (which are the Implementation Services), being the Effective Date;
“Indemnified Person”	the Authority and each and every person to whom the Authority (or any direct or indirect sub-licensee of the Authority) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with 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;

“Information”	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);
“Initial Term”	the period from and including the Effective Date to the Lease End Date;
“Initial Upload Date”	means the occurrence of an event detailed in Schedule 24 (<i>Reports and Records Provisions</i>) Annex 3: Records To Upload To Virtual Library) which requires the Supplier to provide its initial upload of the relevant information to the Virtual Library;
“Insolvency Event”	with respect to any person, means: <ul style="list-style-type: none">(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:<ul style="list-style-type: none">(i) (being a company or a 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, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person’s assets and such attachment or process is not discharged within 14 days;

- (e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - (f) where that person is a company, a LLP or a partnership:
 - (i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
 - (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;
 - (iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or
 - (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or
 - (g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
- “Intellectual Property Rights” or “IPRs”**
- (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 domain names and website addresses and other rights in trade names, 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;

“Intervention Cause”	has the meaning given in Clause 27.1 (<i>Remedial Adviser</i>);
“Intervention Notice”	has the meaning given in Clause 27.1 (<i>Remedial Adviser</i>);
“Intervention Period”	has the meaning given in Clause 27.2.3 (<i>Remedial Adviser</i>);
“Intervention Trigger Event”	<ul style="list-style-type: none">(a) any event falling within limb (a), (b), (c), (e), (f) or (g) of the definition of a Supplier Termination Event;(b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;(c) the occurrence of two or more Priority 1 Service Incidents in any period of 6 months;(d) the Supplier accruing Service Credits which meet or exceed 75% of the Service Credit Cap; and/or(e) the Supplier not Achieving a Key Milestone within 75 days of its relevant Milestone Date;
“IPRs Claim”	any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Authority Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Contract or for a purpose not reasonably to be inferred from the Services Description or the provisions of this Contract;
“IT ”	information and communications technology;
“IT Environment”	the Authority System and the Supplier System;
“Joint Controllers”	has the meaning given in Article 26 of the UK GDPR, or EU GDPR, as the context requires;
“Key Milestone”	a Milestone identified in the Implementation Plan as a key milestone and in respect of which Delay Payments may be payable in accordance with Paragraph 1 of Part C of Schedule 15 (<i>Charges and Invoicing</i>) if the Supplier fails to Achieve the Milestone Date in respect of such Milestone;
“Key Performance Indicator”	the key performance indicators set out in Table 1 of Part A of Annex 1 of Schedule 3 (<i>Performance Levels</i>);

“Key Personnel”	those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 29 (<i>Key Personnel</i>) against each Key Role as at the Effective Date or as amended from time to time in accordance with Clauses 14.5 and 14.6 (<i>Key Personnel</i>);
“Key Roles”	a role described as a Key Role in Schedule 29 (<i>Key Personnel</i>) and any additional roles added from time to time in accordance with Clause 14.4 (<i>Key Personnel</i>);
“Key Sub-contract”	each Sub-contract with a Key Sub-contractor;
“Key Sub-contractor”	any Sub-contractor: <ul style="list-style-type: none">(a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services (to be clear: this would include a Sub-contractor providing the CAD and/or the ICCS); and/or(b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 35% of the aggregate Charges forecast to be payable under this Contract;
“Know-How”	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Services but excluding know how already in the other Party’s possession before this Contract;
“KPI Failure”	a failure to meet the Target Performance Level in respect of a Key Performance Indicator;
“Law”	any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, byelaw, 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;
“Lease End Date”	the end date of the lease for the primary Authority Premises (the control room), being 10 July 2033;
“Licensed Software”	all and any Software licensed by or through the Supplier, its Sub-contractors or any third party to the Authority for the purposes of or pursuant to this Contract, including any

Supplier Software, Third Party Software and/or any Specially Written Software;

“Losses”	losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
“Maintenance Schedule”	shall have the meaning set out in Clause 9.4 (<i>Maintenance</i>);
“Major Fault”	a breach of the response time or Fix time for a Priority 1 Service Incident or a Priority 2 Service Incident, as set out in Schedule 3 (<i>Performance Levels</i>);
“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;
“Management Information”	the management information specified in Schedule 3 (<i>Performance Levels</i>), Schedule 15 (<i>Charges and Invoicing</i>) and Schedule 21 (<i>Governance</i>) to be provided by the Supplier to the Authority;
“Material KPI Failure”	any KPI Failure;
“Material PI Failure”	a failure by the Supplier to meet the Target Performance Level in respect of 50% or more of the Subsidiary Performance Indicators that are measured in that Service Period;
“Measurement Period”	in relation to a Key Performance Indicator or Subsidiary Performance Indicator, the period over which the Supplier’s performance is measured (for example, a Service Period if measured monthly or a 12 month period if measured annually);
“Milestone ”	an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date;
“Milestone Achievement Certificate”	the certificate to be granted by the Authority when the Supplier has Achieved a Milestone or Change Milestone, which shall be in substantially the same form as that set out in Annex 3 of Schedule 14 (<i>Testing Procedures</i>);

“Milestone Assurance Report”	has the meaning given in Schedule 14 (<i>Testing Procedures</i>);
“Milestone Date”	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
“Milestone Payment”	a payment identified in Schedule 15 (<i>Charges and Invoicing</i>) to be made as an Upfront Payment and after that following the issue of a Milestone Achievement Certificate;
“Milestone Retention”	has the meaning given in Schedule 15 (<i>Charges and Invoicing</i>);
“Mobilising System Solution”	the CAD system and ICCS system to be provided by the Supplier as part of the Supplier Solution and Services as further described in the Authority Requirements, and which shall include the provision of Software and Goods (hardware);
“Model Services Contract”	the Government Legal Department and Cabinet Office Model Services Contract, (Version 2.1 or later);
“Month”	a calendar month and “Monthly” shall be interpreted accordingly;
“Multi-Party Dispute Resolution Procedure”	has the meaning given in Paragraph 9.1 of Schedule 23 (<i>Dispute Resolution Procedure</i>);
“Multi-Party Procedure Initiation Notice”	has the meaning given in Paragraph 9.2 of Schedule 23 (<i>Dispute Resolution Procedure</i>);
“NCSC”	the National Cyber Security Centre or any replacement or successor body carrying out the same function;
“New Releases”	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
“Non-trivial Customer Base”	a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor;
“Notifiable Default”	shall have the meaning given in Clause 25.1 (<i>Rectification Plan Process</i>);

“Object Code”	software and/or data in machine-readable, compiled object code form;
“Occasion of Tax Non-Compliance”	<p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>(i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or</p> <p>(b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;</p>
“Open Book Data”	has the meaning given in Schedule 19 (<i>Financial Reports and Audit Rights</i>);
“Open Licence”	means any material that is published for use, with rights to access, copy and modify and publish, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles , and includes the Open Source publication of Software;
“Open Source”	computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;
“Operating Environment”	the Authority System and the Sites;

- “Operational Change”** any change in the Supplier’s operational procedures which in all respects, when implemented:
- (a) will not affect the Charges and will not result in any other costs to the Authority;
 - (b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services;
 - (c) will not adversely affect the interfaces or interoperability of the Services with any of the Authority’s IT infrastructure; and
 - (d) will not require a change to this Contract;
- “Operational Hours”** in relation to any Service, the hours for which that Service is to be operational as set out below:
- (a) 0900-1700 UK time on Working Days for the Implementation Services, except that the Supplier shall be available 24/7/365(366) for the period requested by the Authority before and after go live of the Mobilising System Solution;
 - (b) 24/7/365(366) during the Operational Services for Priority 1 Service Incidents and Priority 2 Service Incidents;
 - (c) 0900-1700 UK time on Working Days for any other Service Incidents, for Service Requests, for remedying vulnerabilities (applying patches) under Schedule 5 (*Security Management*) and for any other Services, unless the nature of the Services (such as those provided during a Disaster or during an Authority-Related Disaster) require 24/7 commitment from the Supplier;
- “Operational Service Commencement Date”** in relation to an Operational Service, the later of:
- (a) the date identified in the Operational Services Implementation Plan upon which the Operational Service is to commence; and
 - (b) where the Implementation Plan states that the Supplier must have Achieved the relevant ATP Milestone before it can commence the provision of that Operational Service, the date upon which the Supplier Achieves the relevant ATP Milestone;

“Operational Services”	the operational services described as such in the Services Description;
“Optional Services Implementation Plan”	the implementation plan to effect the Optional Services agreed between the Parties prior to the Effective Date and, if not agreed prior to the Effective Date, to be developed by the Supplier and approved by the Authority;
“Optional Services”	the services described as such in Schedule 2 (<i>Services Description</i>) which are to be provided by the Supplier if required by the Authority in accordance with Clause 5.10 (<i>Optional Services</i>);
“Other Fire Authority”	a body performing fire and rescue services in the UK other than the Fire Authorities;
“Other Supplier”	any supplier to the Authority (other than the Supplier) which is notified to the Supplier from time to time;
“Outline Implementation Plan”	the outline plan set out at Annex A of Schedule 13 (<i>Implementation Plan</i>);
“Overarching Service”	has the meaning given in in Schedule 2 (<i>Services Description</i>);
“Parent Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Partial Termination”	the partial termination of this Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 31.2.2 (<i>Termination by the Authority</i>) or 31.3.2 (<i>Termination by the Supplier</i>) or otherwise by mutual agreement by the Parties;
“Parties” and “Party”	have the meanings respectively given on page 1 of this Contract;
“Performance Failure”	a KPI Failure or a PI Failure;
“Performance Indicators”	the Key Performance Indicators and the Subsidiary Performance Indicators;
“Performance Monitoring Report”	has the meaning given in Schedule 3 (<i>Performance Levels</i>);
“Permitted Maintenance”	has the meaning given in Clause 9.4 (<i>Maintenance</i>);
“Permitted Patching”	Service Downtime that:

	<ul style="list-style-type: none">(a) is necessary to apply vulnerability Updates or otherwise to patch vulnerabilities under Schedule 5 (<i>Security Management</i>) (including its Annexes); and(b) has been agreed in writing in advance by the Authority;
“Personal Data ”	has the meaning given in the UK GDPR or the EU GDPR as the context requires;
“Personal Data Loss Event”	has the meaning given to a 'personal data breach' in the UK GDPR or the EU GDPR, as the context requires;
“PI Failure”	a failure to meet the Target Performance Level in respect of a Subsidiary Performance Indicator;
“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', available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies , as updated from time to time;
“Processor ”	has the meaning given to it under the UK GDPR or the EU GDPR as the context requires;
“Processor Personnel”	means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-processor engaged in the performance of its obligations under this Contract;
“Programme Board”	the body described in Paragraph 5 of Schedule 21 (<i>Governance</i>);
“Prohibited Act”	<ul style="list-style-type: none">(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:<ul style="list-style-type: none">(i) induce that person to perform improperly a relevant function or activity; or(ii) reward that person for improper performance of a relevant function or activity;(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a

- relevant function or activity in connection with this Contract;
- (c) an offence:
- (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
 - (ii) under legislation or common law concerning fraudulent acts; or
 - (iii) defrauding, attempting to defraud or conspiring to defraud the Authority (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
- “Project Specific IPRs”**
- (a) Intellectual Property Rights 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 (but not limited to) database schema; and/or
 - (b) Intellectual Property Rights arising as a result of the performance of the Supplier’s obligations under this Contract;
- but shall not include the Supplier Background IPRs or the Specially Written Software;
- “Project Start-Up Documentation”**
- the documents listed in the Description of Deliverables under the heading “Project Start-Up”, except for the Detailed Implementation Plan;
- “Protective Measures”**
- appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it, including those outlined in Schedule 5 (*Security Management*);
- “Public Sector Body”**
- means the Authority and each of the Fire Authorities;

“Public Sector Dependent Supplier”	means a supplier where that supplier, or that supplier’s group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
“Publishable Performance Information”	means any of the information in the Performance Monitoring Report as it relates to a Performance Indicator where it is expressed as publishable in the table in Annex 1 which shall not constitute Commercially Sensitive Information;
“Quality Plans”	has the meaning given in Clause 6.1 (<i>Quality Plans</i>);
“Quarter”	the first 3 Service Periods and each subsequent 3 Service Periods (save that the final Quarter shall end on the date of termination or expiry of this Contract);
“Reasonable Costs”	<p>the Authority's reasonable costs, as communicated by the Authority to the Supplier, that the Authority can demonstrate it has incurred as a direct result of a Delay, including all additional costs the Authority must pay to a third party as a result of a Delay; by way of non-exhaustive example only, if the Delay relates to the Mobilising System Solution failing to go live on time, and the Authority has to pay its existing supplier to extend the existing support contract for the existing mobilising system solution, those additional costs will be included in “Reasonable Costs”; to further clarify that example:</p> <ul style="list-style-type: none">(a) until the Mobilising System Solution goes live, the additional costs would include the amount paid by the Authority to the existing supplier that is in excess of the sum the Authority would have paid the Supplier had there been no Delay; and(b) once the Mobilising System Solution goes live (the Delay ends), the additional costs would include the entire sum paid by the Authority to the existing supplier during the period that the Authority is contractually committed to paying both the existing supplier and the Supplier;
“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”	has the meaning given in Clause 19.1 (<i>Confidentiality</i>);
“Records”	has the meaning given in Schedule 24 (<i>Reports and Records Provisions</i>);

“Rectification Plan Failure”	<ul style="list-style-type: none">(a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses 25.4 (<i>Submission of the draft Rectification Plan</i>) or 25.8 (<i>Agreement of the Rectification Plan</i>);(b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 25.7 (<i>Agreement of the Rectification Plan</i>);(c) the Supplier failing to rectify a material Default within the later of:<ul style="list-style-type: none">(i) 30 Working Days of a notification made pursuant to Clause 25.2 (<i>Notification</i>); and(ii) where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the material Default;(d) a Material KPI Failure re-occurring in respect of the same Key Performance Indicator for the same (or substantially the same) root cause in any of the 3 Measurement Periods subsequent to the Measurement Period in which the initial Material KPI Failure occurred;(e) the Supplier not Achieving a Key Milestone by the expiry of the Delay Deduction Period; and/or(f) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of 6 months for the same (or substantially the same) root cause as that of the original Notifiable Default;
“Rectification Plan Process”	the process set out in Clauses 25.4 (<i>Submission of the draft Rectification Plan</i>) to 25.9 (<i>Agreement of the Rectification Plan</i>);
“Rectification Plan”	a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;
“Registers”	has the meaning given in Schedule 25 (<i>Exit Management</i>);

“Reimbursable Expenses”	has the meaning given in Schedule 15 (<i>Charges and Invoicing</i>);
“Relevant Authority” or “Relevant Authorities”	means the Authority and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
“Relevant IPRs”	IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority or a third party in the fulfilment of the Supplier’s obligations under this Contract including IPRs in the Specially Written Software, the Supplier Non-COTS Software, the Supplier Non-COTS Background IPRs, the Third Party Non-COTS Software and the Third Party Non-COTS IPRs but excluding any IPRs in the Authority Software, the Authority Background IPRs, the Supplier COTS Software, the Supplier COTS Background IPRs, the Third Party COTS Software and/or the Third Party COTS IPRs;
“Relevant Requirements”	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
“Relevant Tax Authority”	HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
“Relevant Transfer”	a transfer of employment to which the Employment Regulations applies;
“Relief Notice”	has the meaning given in Clause 29.2 (<i>Authority Cause</i>);
“Remaining Project Specific IPRs”	the Project Specific IPRs, excluding the Intellectual Property Rights in the Virtual Library Database;
“Remedial Adviser ”	the person appointed pursuant to Clause 27.2 (<i>Remedial Adviser</i>);
“Remedial Adviser Failure”	has the meaning given in Clause 27.6 (<i>Remedial Adviser</i>);
“Replacement Services”	any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Contract, whether those services are provided by the Authority internally and/or by any third party;

“Replacement Supplier”	any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority);
“Request For Information”	a Request for Information under the FOIA or the EIRs;
“Secondary Control”	has the meaning given in Schedule 26 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
“Security Management Plan”	has the meaning given in Schedule 5 (<i>Security Management</i>);
“Service Charges”	the periodic payments made in accordance with Schedule 15 (<i>Charges and Invoicing</i>) in respect of the supply of the Operational Services;
“Service Continuity Plan”	any plan prepared pursuant to Paragraph 2 of Schedule 26 (<i>Service Continuity Plan and Corporate Resolution Planning</i>) as may be amended from time to time;
“Service Continuity Services”	the business continuity, disaster recovery and insolvency continuity services set out in Schedule 26 (<i>Service Continuity Plan and Corporate Resolution Planning</i>), including Secondary Control;
“Service Credit Cap”	(a) in the period of 12 months from the first Operational Service Commencement Date to occur after the Effective Date, 20% of the Estimated Initial Service Charges; and (b) during the remainder of the Term, 20% of the Service Charges paid and/or due to be paid to the Supplier under this Contract in the period of 12 months immediately preceding the Service Period in respect of which Service Credits are accrued;
“Service Credits”	credits payable by the Supplier due to the occurrence of 1 or more KPI Failures, calculated in accordance with Paragraph 3 of Part C of Schedule 15 (<i>Charges and Invoicing</i>);
“Service Period”	a calendar month, save that: (a) the first service period shall begin on the first Operational Service Commencement Date and shall expire at the end of the calendar month in which the first Operational Service Commencement Date falls; and

	<p>(b) the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term;</p>
“Service Points”	in relation to a KPI Failure, the points that are set out against the relevant Key Performance Indicator in the column headed “Service Points” of the table in Annex 1 of Schedule 3 (<i>Performance Levels</i>);
“Service Transfer Date”	has the meaning given in Schedule 28 (<i>Staff Transfer</i>);
“Services ”	any and all of the services to be provided by the Supplier under this Contract, including those set out in Schedule 2 (<i>Services Description</i>) and including, where the context requires, any Goods supplied;
“Services Description”	the services description set out in Schedule 2 (<i>Services Description</i>);
“Sites”	<p>any premises (including the Authority Premises, the Supplier’s premises or third party premises):</p> <p>(a) from, to or at which:</p> <ul style="list-style-type: none">(i) the Services are (or are to be) provided; or(ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or <p>(b) where:</p> <ul style="list-style-type: none">(i) any part of the Supplier System is situated; or(ii) any physical interface with the Authority 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-sized enterprises;
“Social Value ”	the additional social benefits that can be achieved in the delivery of the Contract, set out in the Authority Requirements or Schedule 8 (<i>Supplier Solution</i>);
“Social Value PI”	the Social Value performance indicators set out in Table 2 of Part A of Annex 1 of Schedule 3 (<i>Performance Levels</i>);

“Software Supporting Materials”	has the meaning given in Paragraph 2.2.1 of Schedule 32 (<i>Intellectual Property Rights</i>) (<i>Specially Written Software and Project Specific IPRs</i>);
“Software”	Specially Written Software, Supplier Software and Third Party Software;
“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;
“Specially Written Software”	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Contract;
“Specific Change in Law”	a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
“SRD” or “Specification Requirements Document”	a document provided by the Authority to the Supplier setting out a specification of requirements as part of the Authority Requirements, a copy of which is included in Schedule 2 (<i>Services Description</i>);
“Staffing Information”	has the meaning given in Schedule 28 (<i>Staff Transfer</i>);
“Standards”	the standards, policies and/or procedures identified in Schedule 4 (<i>Standards</i>) or identified or referred to in Schedule 2 (<i>Services Description</i>);
“Strategic Supplier”	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers ;
“Sub-contract”	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for

	the management, direction or control of the Services or any part thereof;
“Sub-contractor”	any third party with whom: <ul style="list-style-type: none">(a) the Supplier enters into a Sub-contract; or(b) a third party under (a) above enters into a Sub-contract, or the servants or agents of that third party;
“Sub-processor”	any third party appointed to process Personal Data on behalf of the Processor related to this Contract;
“Subsidiary Performance Indicator”	the performance indicators set out in Table 2 of Part A of Annex 1 of Schedule 3 (<i>Performance Levels</i>);
“Subsidiary Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Successor Body”	has the meaning given in Clause 34.4 (<i>Assignment and Novation</i>);
“Supplier Background IPRs”	<ul style="list-style-type: none">(a) Intellectual Property Rights owned by the Supplier before the Effective Date, for example those subsisting in the Supplier’s standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier’s Know-How or generic business methodologies; and/or(b) Intellectual Property Rights created by the Supplier independently of this Contract, which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;
“Supplier COTS Background IPRs”	Any embodiments of Supplier Background IPRs that: <ul style="list-style-type: none">(a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and(b) has a Non-trivial Customer Base;

“Supplier COTS Software”	Supplier Software (including Open Source software) that: (a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and (b) has a Non-trivial Customer Base;
“Supplier Equipment”	the hardware, computer and telecoms devices and equipment used by the Supplier or its Sub-contractors (but not hired, leased or loaned from the Authority) for the provision of the Services;
“Supplier Group”	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
“Supplier Non-COTS Background IPRs”	any embodiments of Supplier Background IPRs that have been delivered by the Supplier to the Authority and that are not Supplier COTS Background IPRs;
“Supplier Non-COTS Software”	Supplier Software that is not Supplier COTS Software;
“Supplier Non-Performance”	has the meaning given in Clause 29.1 (<i>Authority Cause</i>);
“Supplier Personnel”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier’s obligations under this Contract;
“Supplier Profit ”	has the meaning given in Schedule 15 (<i>Charges and Invoicing</i>);
“Supplier Profit Margin”	has the meaning given in Schedule 15 (<i>Charges and Invoicing</i>);
“Supplier Representative”	the representative appointed by the Supplier pursuant to Clause 11.3 (<i>Representatives</i>);
“Supplier Software”	the CAD and ICCS (including the gazetteer) software (whether proprietary to the Supplier (or an Affiliate of the Supplier) or licensed in by the Supplier) and which is or will be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 12 (<i>Software</i>);

“Supplier Solution”	the Supplier’s solution for the Services including the Mobilising System Solution set out in Schedule 8 (<i>Supplier Solution</i>) and including any Annexes to that Schedule;
“Supplier System”	the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Authority System);
“Supplier Termination Event”	<ul style="list-style-type: none">(a) the Supplier’s level of performance constituting a Critical Performance Failure in accordance with Clause 7.6;(b) the Supplier committing a Material Default which is irremediable;(c) as a result of the Supplier’s Default, the Authority incurring Losses in any Contract Year which exceed 80% of the value of the aggregate annual liability cap for that Contract Year as set out in Clause 23.6.2 (<i>Financial and other Limits</i>);(d) a Remedial Adviser Failure;(e) a Rectification Plan Failure;(f) where a right of termination is expressly reserved in this Contract, including pursuant to:<ul style="list-style-type: none">(i) Clause 17 (<i>IPRs Indemnity</i>);(ii) Clause 33 (<i>Compliance</i>);(iii) Clause 37.6.2 (<i>Prevention of Fraud and Bribery</i>); and/or(iv) Paragraph 6 of Schedule 18 (<i>Financial Distress</i>);(v) Paragraph 3 of Part B to Schedule 26 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);(g) the representation and warranty given by the Supplier pursuant to Clauses 3.2.8 or 3.2.9 (<i>Warranties</i>) being materially untrue or misleading;(h) the Supplier committing a material Default under Clause 10.10 (<i>Promoting Tax Compliance</i>) or failing to provide details of steps being taken and mitigating factors pursuant to Clause 10.10 (<i>Promoting Tax</i>);

- Compliance*) which in the reasonable opinion of the Authority are acceptable;
- (i) the Supplier committing a material Default under any of the following Clauses:
 - (i) Clause 5.5.10 (*Services*);
 - (ii) Clause 21 (*Protection of Personal Data*);
 - (iii) Clause 20 (*Transparency and Freedom of Information*);
 - (iv) Clause 19 (*Confidentiality*);
 - (v) Clause 33 (*Compliance*);
 - (vi) in respect of any security requirements or Cyber Essentials obligations set out in Schedule 2 (*Services Description*), Schedule 5 (*Security Management*) or the Baseline Security Requirements;
 - (vii) in respect of any requirements set out in Schedule 32 (*Intellectual Property Rights*) and/or
 - (viii) in respect of any requirements set out in Schedule 28 (*Staff Transfer*);
 - (j) not used;
 - (k) an Insolvency Event occurring in respect of the Supplier or the Guarantor;
 - (l) the Guarantee ceasing to be valid or enforceable for any reason (without the Guarantee being replaced with a comparable guarantee to the satisfaction of the Authority with the Guarantor or with another guarantor which is acceptable to the Authority);
 - (m) a change of Control of the Supplier or a Guarantor unless:
 - (i) the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
 - (ii) the Authority has not served its notice of objection within 6 months of the later of the date on which the Change of Control took place or the date on which the Authority was given notice of the change of Control;

- (n) a change of Control of a Key Sub-contractor unless, within 6 months of being notified by the Authority that it objects to such change of Control, the Supplier terminates the relevant Key Sub-contract and replaces it with a comparable Key Sub-contract which is approved by the Authority pursuant to Clause 15.10 (*Appointment of Key Sub-contractors*);
- (o) any failure by the Supplier to enter into or to comply with an Admission Agreement under Part D of Schedule 28 (*Staff Transfer*);
- (p) the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Contract;
- (q) a failure by the Supplier to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law;
- (r) in relation to Schedule 5 (*Security Management*):
 - (i) the Authority has issued 2 rejection notices in respect of the Security Management Plan under Paragraph 4.5.2 (Part A);
 - (ii) the Supplier fails to implement a change required by the Required Changes Register in accordance with the timescales set out in the Required Changes Register;
 - (iii) Supplier COTS Software and Third Party COTS Software is not within mainstream support unless the Authority has agreed in writing;
 - (iv) the Supplier fails to patch vulnerabilities in accordance with the Security Requirements set out in Schedule 5 (*Security Management*) including its Annexes; and/or,
 - (v) the Supplier fails to comply with the Incident Management Process;
- (s) the Supplier is in Material Default of any Joint Controller Agreement relating to the Contract;
- (t) a Default that occurs and continues to occur on one or more occasions within 6 Months following the Authority serving a warning notice on the Supplier that

	it may terminate for persistent breach of the Contract; or
	(u) the Supplier or its Affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them;
“Supplier-induced Authority-Related Disaster”	an Authority-Related Disaster caused by an act or omission of the Supplier; by way of non-exhaustive example if the Supplier disconnects a part of the Mobilising System Solution that causes Service Downtime or causes the Authority's internet connection to fail;
“Supply Chain Transparency Report”	means the report provided by the Supplier to the Authority in the form set out in Annex 4 of Schedule 24 (<i>Reports and Records Provisions</i>);
“Target Performance Level”	the minimum level of performance for a Performance Indicator which is required by the Authority, as set out against the relevant Performance Indicator in the tables in Annex 1 of Schedule 3 (<i>Performance Levels</i>);
“Tender ”	means the relevant part(s) of the Supplier's tender submission, a copy of which is attached at Annex 1: Tender to Schedule 8 (<i>Supplier Solution</i>).
“Tender Commitments”	means any promise and/or commitment made by the Supplier and/or any obligation upon the Supplier in favour, or otherwise to the benefit, of the Authority or the Fire Authorities, and contained in the Tender;
“Term”	the period commencing on the Effective Date and ending on the expiry of the Initial Term or any Extension Period or on earlier termination of this Contract;
“Termination Assistance Notice”	has the meaning given in Paragraph 6.1 of Schedule 25 (<i>Exit Management</i>);
“Termination Assistance Period”	in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Services as such period may be extended pursuant to Paragraph 6.2 of Schedule 25 (<i>Exit Management</i>);
“Termination Date”	the date set out in a Termination Notice on which this Contract (or a part of it as the case may be) is to terminate;
“Termination Notice”	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract (or

any part thereof) on a specified date and setting out the grounds for termination;

- “Termination Services”** the services and activities to be performed by the Supplier pursuant to the Exit Plan, including those activities listed in Annex 1 of Schedule 25 (*Exit Management*), and any other services required pursuant to the Termination Assistance Notice;
- “Test Issues”** has the meaning given in Schedule 14 (*Testing Procedures*);
- “Test Success Criteria”** has the meaning given in Schedule 14 (*Testing Procedures*);
- “Tests” and “Testing”** any tests required to be carried out under this Contract, as further described in Schedule 14 (*Testing Procedures*) and **“Tested”** shall be construed accordingly;
- “Third Party Auditor”** an independent third party auditor as appointed by the Authority from time to time to confirm the completeness and accuracy of information uploaded to the Virtual Library in accordance with the requirements outlined in Schedule 24 (*Reports and Records Provisions*);
- “Third Party Beneficiary”** has the meaning given in Clause 41.1 (*Third Party Rights*);
- “Third Party Contract”** a Sub-contract that relates exclusively to this Contract (is entered into exclusively for the purpose of delivering the Services);
- “Third Party COTS IPRs”** Third Party IPRs that:
- (a) the supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and
 - (b) has a Non-trivial Customer Base;
- “Third Party COTS Software”** Third Party Software (including Open Source software) that:
- (a) the supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and
 - (b) has a Non-trivial Customer base;

“Third Party IPRs”	Intellectual Property Rights owned by a third party, but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software, which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services;
“Third Party Non-COTS IPRs”	Third Party IPRs that are not Third Party COTS IPRs;
“Third Party Non-COTS Software”	Third Party Software that is not Third Party COTS Software;
“Third Party Provisions”	has the meaning given in Clause 41.1 (<i>Third Party Rights</i>);
“Third Party Software”	software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 12 (<i>Software</i>);
“Total Implementation Charges”	has the meaning given in Schedule 15 (<i>Charges and Invoicing</i>);
“Transferring Assets”	has the meaning given in Paragraph 6.2.1 of Schedule 25 (<i>Exit Management</i>);
“Transferring Authority Employees”	has the meaning given in Schedule 28 (<i>Staff Transfer</i>);
“Transferring Former Supplier Employees”	has the meaning given in Schedule 28 (<i>Staff Transfer</i>);
“Transferring Supplier Employees”	has the meaning given in Schedule 28 (<i>Staff Transfer</i>);
“Transparency Information”	has the meaning given in Clause 20.1 (<i>Transparency and Freedom of Information</i>);
“Transparency Reports”	has the meaning given in Schedule 24 (<i>Reports and Records Provisions</i>);
“UK ”	the United Kingdom;
“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;
“UK Public Sector Business”	means any goods, service or works provision to UK public sector bodies, including Crown Bodies and their arm’s length bodies and agencies, non-departmental public bodies, NHS

bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations;

“Unacceptable KPI Failure”

the Supplier failing to achieve the KPI Target Performance Level in respect of more than 50% of the other Key Performance Indicators that are measured in that Service Period;

“Unauthorised Downtime”

any Service Downtime that occurs as a result of:

- (a) any planned Service Downtime which has not been approved in writing in advance by the Authority;
- (b) Emergency Maintenance undertaken by the Supplier;
- (c) any other form of unplanned Service Downtime;

including Service Downtime due to a Disaster and also including unplanned Service Downtime due to a Supplier-induced Authority-Related Disaster; to be clear: an Authority-Related Disaster that is not Supplier-induced is not unplanned Service Downtime;

“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;

“Unconnected Sub-contractor”

any third party with whom the Supplier enters into an Unconnected Sub-contract;

“Update Requirement”

means the occurrence of an event detailed in Schedule 24 (*Reports and Records Provisions*) (Annex 3: *Records To Upload To Virtual Library*) which requires the Supplier to update the relevant information hosted on the Virtual Library;

“Updates”

in relation to any Software and/or any Deliverable means any patch to such item or a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item;

“Upfront Payment”

has the meaning given in Schedule 15 (*Charges and Invoicing*);

“Upgrades”

means any New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier

(or any Affiliate of the Supplier or any third party) releases during the Term;

“Valid”	in respect of an Assurance, has the meaning given to it in Paragraph 2.7 of Part B to Schedule 26 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
“VAT”	value added tax as provided for in the Value Added Tax Act 1994;
“VCSE”	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
“Virtual Library ”	means the data repository hosted by the Supplier or by the Authority containing the information about this Contract and the Services provided under it in accordance with Schedule 24 (<i>Reports and Records Provisions</i>);
“Virtual Library Database”	means the Virtual Library, excluding any Software used to host it, which forms a database as described in Paragraph 4.3 of Schedule 24 (<i>Reports and Records Provisions</i>), including the database schema and all documents and data held in the database within the Virtual Library;
“Working Day”	any day other than a Saturday, Sunday or public holiday in England and Wales; and
“Workstation”	has the meaning given in Schedule 3 (<i>Performance Levels</i>).

Schedule 2

Services Description

Schedule 2: Services Description

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

- “CAD” stands for 'computer aided dispatch';
- “ICCS” stands for 'integrated communication and control system'; and
- “Overarching Service” the overarching Service under this Contract, being the provision of the Mobilising System Solution by the Supplier to the Authority.

2. Introduction

- 2.1 The Authority wishes to replace its CAD and ICCS (which together form the current mobilising system solution). The Authority therefore needs the Supplier to provide it with a Mobilising System Solution.
- 2.2 The Authority will use the Mobilising System Solution to provide a central control room service to the Fire Authorities, and where necessary will use also use it to provide those services to Other Fire Authorities.
- 2.3 As well as the Overarching Service, the Authority also needs ongoing support and maintenance services for the Mobilising System Solution, and other services set out in the Contract.
- 2.4 This Schedule sets out the intended scope of the Services to be provided by the Supplier and to provide a description of what each Service entails.

3. Services Description

The Supplier shall ensure the Services meet the following Authority Requirements.

3.1 Implementation Services

- 3.1.1 The services provided by the Supplier to design, build, set up, implement, integrate, test (which must include user acceptance Testing) and roll out the Mobilising System Solution, including migration of Authority Data from the Authority's existing mobilising system solution to the Supplier Solution, together with training of End Users and all other relevant implementation services, as further set out in:
- (a) the Description of Deliverables document (which includes user acceptance Testing);
 - (b) the SRD; and
 - (c) all other relevant provisions of the Contract, including Clause 2 (Due Diligence), Clause 5 (Services), Clause 6 (Implementation), Clause 9 (Equipment and Maintenance), Section D (Contract Governance), Section E (Supplier Personnel and Supply Chain), Section F

Schedule 2 (Services Description)

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(Intellectual Property, Data and Confidentiality) and the following Schedules:

- (i) Schedule 4 (Standards);
- (ii) Schedule 5 (Security Management), and the security requirements in this Schedule (under the heading 'Security Requirements');
- (iii) Schedule 12 (*Software*);
- (iv) Schedule 13 (Implementation Plan);
- (v) Schedule 14 (Testing Procedures);
- (vi) Schedule 21 (Governance);
- (vii) Schedule 24 (Reports and Records Provisions);
- (viii) Schedule 31 (Processing Personal Data); and
- (ix) Schedule 32 (Intellectual Property Rights).

3.1.2 The Supplier shall design the Supplier Solution to allow for potential exit or partial exit by one or more Fire Authorities at the end of the of the Initial Term. This may be a complete exit. Or it may be a partial exit, where the Fire Authority continues to use its own instance of the Mobilising System Solution, but operated from its own control room rather than from the central control room provided by the Authority and with the exiting Fire Authority retaining visibility of the remaining Fire Authorities' instances.

3.2 Operational Services

3.2.1 Support and maintenance services for the Mobilising System Solution, which shall include as a minimum:

- (a) compliance with ISO 20000, unless otherwise agreed in writing by the Authority, including the requirement for the Supplier to:
 - (i) produce a 'major incident' report for each Priority 1 Service Incident; and
 - (ii) provide 'problem management', including the collection of Service Incident Tickets that relate to a common recurring fault into a single 'problem';

and as further set out in:

- (b) the Support Requirements document;
- (c) the Description of Deliverables document;
- (d) the SRD.

3.2.2 Where applicable to the Mobilising System Solution:

Schedule 2 (Services Description)

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- (a) hosting services;
- (b) refreshes of Goods and Software.

3.2.3 Contract Changes under Schedule 22 (*Change Control Procedure*) which, where they involve technical changes, must comply with the change management requirements in ISO 20000 unless otherwise agreed in writing with the Authority.

3.2.4 The Supplier shall provide the support and maintenance services, Contract Changes, and all other relevant operational services required for the proper performance of the Contract, in accordance with all relevant provisions of the Contract, including Clause 5 (Services), Clause 7 (Performance Indicators), Clause 9 (Equipment and Maintenance), Section D (Contract Governance), Section E (Supplier Personnel and Supply Chain), Section F (Intellectual Property, Data and Confidentiality) and the following Schedules:

- (i) Schedule 3 (*Performance Levels*), which includes Key Performance Indicators for Help Desk response times and Fix Times;
- (ii) Schedule 4 (Standards);
- (iii) Schedule 5 (Security Management) and the security requirements in this Schedule (under the heading 'Security Requirements');
- (iv) Schedule 12 (*Software*);
- (v) Schedule 21 (Governance);
- (vi) Schedule 24 (Reports and Records Provisions);
- (vii) Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*), which includes the provision of Secondary Control and resilience for the Mobilising System Solution; the Supplier's Service Continuity Plan must meet the requirements in the 'Business Continuity and Disaster Response' section of the SRD and must align to the Authority's equivalent plans, which the Authority will provide to the Supplier;
- (viii) Schedule 31 (Processing Personal Data); and
- (ix) Schedule 32 (Intellectual Property Rights).

3.3 Interface Requirements

3.3.1 The Mobilising System Solution must interface with all relevant parts of the Authority System and certain external systems. The interface requirements for the Mobilising System Solution are set out in:

- (a) the Description of Deliverables document;
- (b) the SRD; and

(c) the Security Requirements relating to interfaces below.

3.4 Security Requirements

- 3.4.1 **Supplier Personnel.** The specific security requirements relating to Supplier Personnel as referenced in Clause 14.1.2(b) are that the Supplier shall undertake such DBS checks (basic, enhanced, enhanced with barred list or other) in relation to each individual member of Supplier Personnel as the Authority requests from time to time, the Authority's request being on the basis of relevant applicable legislation, regulation or Government guidance.
- 3.4.2 **Airwave/ESN.** The Supplier shall do whatever is required by the Home Office, Airwave Solutions Limited and the Authority to obtain an Airwave network connection certificate and any required connection approval certificate or any other certificate to connect the Mobilising System Solution to the Airwave network. The Supplier shall maintain those certificates throughout the Term, unless and until Airwave is replaced with the Emergency Services Network (ESN). The Supplier shall cooperate fully and promptly with the Authority and with the Fire Authorities to contribute to their own applications for and maintenance of their certificates to connect the Mobilising System Solution to the Airwave network. The Supplier shall promptly implement any recommendations made by the Home Office, Airwave Solutions Limited and/or the Authority in respect of the applications for or maintenance of connections to the Airwave network. If/when the Authority requests the Supplier to move from Airwave to ESN, the Supplier shall comply with obligations equivalent to those in this paragraph to connect the Mobilising System Solution to ESN and to maintain that connection, and to enable the Authority and Fire Authorities to obtain and maintain any necessary ESN certificates.
- 3.4.3 **GD92 Protocol for the Emergency Services.** The Supplier shall ensure the Mobilising System Solution complies with this Home Office protocol "Specifications of a Communications Infrastructure for Fire Service Mobilising Systems GD-92/1003A/2.2". The protocol is resilient and robust and provides dynamic routing of messages over a variety of bearers to station end and terminal equipment to both internal and external sites. These bearers include LAN / WAN networks, radio networks, ISDN and PSTN, GSM and mobile technologies. A copy of the protocol may be found here:
<https://webarchive.nationalarchives.gov.uk/ukgwa/20140315011124/http://www.nationalarchives.gov.uk/ERORecords/HO/421/2/P2/fepd/fsr/gd92pdf.pdf>
- 3.4.4 **Authority Data.** In relation to the retention and destruction of Authority Data, including Personal Data within the Authority Data, in addition to the Supplier's obligations under Schedule 5 (*Security Management*):
- (a) the destruction of any relevant hard copy documents or digital media by the Supplier (or its Subcontractor) must be:
 - (i) approved in advance by the Authority; and
 - (ii) carried out by the Supplier using an appropriate mechanism following any recommendations in HMG guidance for its classified information;

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- (b) if destruction of hard copy classified information in the manner described is not possible, then the Supplier shall return all such information securely to the Authority via an approved secure mechanism agreed by the Authority;
- (c) if required to do so by the Authority, the Supplier shall provide written confirmation of its compliance with this Paragraph 3.4.4; and
- (d) retention periods and arrangements for the retention, review and deletion of the Authority Data shall be set by the Authority.

3.4.5 **Security Testing.** In addition to the requirements in Paragraph 7 of Schedule 5 (*Security Management*):

- (a) The date, timing, content and conduct of all such security tests shall be agreed in advance with the Authority.
- (b) The Authority shall be entitled to send a representative to witness the conduct of the security tests.
- (c) The Supplier shall provide the Authority with the results of such tests in a form approved by the Authority in advance.
- (d) The Supplier must provide the Authority with the report on security tests that are not IT Health Checks as soon as practicable after completion of that security test. The timescale for IT Health Checks is in Paragraph 7.3.2 of Schedule 5 (*Security Management*).
- (e) Where any security test carried out reveals any actual or potential Breach of Security, the Supplier shall promptly notify the Authority of any changes required to the Information Management System and to the Security Management Plan to correct such failure or weakness.
- (f) Following agreement of the Security Management Plan, and prior to go-live of the Supplier Solution, the Authority will require security checks to be conducted to ensure that all technical controls identified in the Security Management Plan have been implemented. The security checks must be undertaken by an independent third party jointly agreed between the Supplier and as appointed by the Authority.

3.4.6 **Security Architecture for the Supplier Solution.**

- (a) Background. The Supplier's capability and governance model must ensure that the Authority Assets are protected from attacks, whether accidental, opportunistic, or deliberate and malicious. The Supplier shall cooperate fully with the Authority to conduct a systematic risk assessment to design, agree and implement the security architecture and technical or other controls for the Supplier Solution to protect the confidentiality, integrity and availability of Authority Assets.
- (b) Authority System. The security architecture for the Supplier Solution must align to and operate within the design of the Authority System's infrastructure. It must also be compliant with the rules, conditions and obligations defined in the Airwave code of connection and/or (where

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applicable) with the Emergency Services Network (ESN).




- (c) Internet. The Supplier Solution may use the Authority's internet connection or may provide its own internet connection, but the Authority's strong preference is for the Supplier Solution to use the Authority's internet connection. The security architecture for the Supplier Solution's internet connection must conform to the Authority's agreement with its internet provider (at the Effective Date, this is Greater Manchester Combined Authority) for provision of internet and must align to the design and security measures of that internet connection.
- (d) Connectivity requirements. The Supplier Solution must be connected to the Authority's network infrastructure, using Supplier-provided connectivity to the primary Authority Premises, and where applicable to the Supplier Solution, to the secondary Authority Premises. The Authority's network infrastructure will be used to (a) deliver data to fire stations and (b) interface to business applications to enable the bi-directional exchange of data between the Supplier and the Authority, some of which will be required in real time. Subject to any specific technical controls mandated in applicable codes of connection, interfaces between the Supplier Solution and the business applications will be as agreed between the Authority and the Supplier. As part of the concept design, the Supplier must provide interface specifications (an interface design document) to the Authority to facilitate this.
- (e) HMG Security Policy Framework (SPF). The security architecture for the Supplier Solution and the strength of security controls around system interfaces must conform to the principles and requirements in the SPF. As at the Effective Date, the SPF may be found at:
<http://www.cabinetoffice.gov.uk/resource-library/security-policy-framework>.
- (f) Risk assessment. In addition to the risk management requirements in the SPF, the Supplier shall conduct security risk assessments in accordance with the NCSC risk management framework. As at the Effective Date, this may be found at:
<https://www.ncsc.gov.uk/collection/risk-management>.
- (g) End point security. As part of the concept design, the Supplier must provide the Authority with written details of the end point security and products which the Supplier proposes to implement.

3.5 Social Value Requirements – [redacted under FOIA Section 43, Commercial Interests]

3.6 Other Authority Requirements

3.6.1 **Documents**. Please see the further requirements set out in the following

documents¹:

- (a) 
Description of Deliverables.docx
- (b) 
Specification of Requirements Docum
- (c) 
Support Requirements.docx

- 3.6.2 **Format for Authority Data** (Clause 18.3): there is no specific format in which the Supplier is required to provide the Authority Data as referenced in Clause 18.3; the Supplier shall provide the Authority Data in such format as may be requested by the Authority, acting reasonably, including CSV, JSON and/or XML.
- 3.6.3 **Sustainability/ Efficiency Performance Indicators:** Provision of Sustainability Reports as set out in Paragraph 5.2 and Table C in Annex 1 of Schedule 4 (*Standards*).
- 3.6.4 **Vulnerability Patching Performance Indicator:** To the standards set out in Paragraph 9 of Part A: Security Assurance of Schedule 5 (*Security Management*) (as may be updated in the Security Management Plan from time to time with the Authority's Approval).
- 3.6.5 **Social Value PI:** Provision of information when requested as set out in Paragraph 5.1 of Annex 1 of Schedule 4 (*Standards*) together with information when requested by the Authority on the provision of any other benefits offered by the Supplier as set out in Paragraph 3.5 above.
- 3.6.6 **Unauthorised Downtime.** In the event of any Unauthorised Downtime, the Authority will use the Fallback Arrangements to continue to operate. The Supplier shall recover the affected Services and/or the IT Environment (allowing the Authority to stop using the Fallback Arrangements) within 4 hours or less of the start of the Unauthorised Downtime. To be clear, the Authority's use of Fallback Arrangements shall not reduce or otherwise affect the Supplier's obligations to provide all Business Continuity Services and/or Disaster Recovery Services that are required in the circumstances.
- 3.6.7 **Authority-Related Disaster.** If the Authority is unable to perform its emergency call management or mobilisation functions in the event of an Authority-Related Disaster, the Supplier shall ensure that the Authority is able to access the Services and/or the IT Environment by means of Secondary Control. In each Authority-Related Disaster, the Supplier shall cooperate fully

¹ Full copies appear at the end of this Schedule.

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with the Authority and shall comply with the Authority's own business continuity and disaster recovery plan to restore the Authority's functions to normal as quickly as possible, aiming for restoration within 4 hours of the start of the Authority-Related Disaster. This will include, where requested by the Authority, working with the Authority to establish alternative ways of working to restore access to the Services and/or the IT Environment. The Supplier shall also deploy all Business Continuity Services and/or Disaster Recovery Services that are requested by the Authority.

3.6.8 **Tender Commitments.** The Supplier shall provide the Mobilising System Solution and the Services in accordance with the Tender Commitments.

3.7 Optional Services

3.7.1 **ESN.** The Services to be called off at a future date (that date to be specified by the UK Government, anticipated as being during or after 2027), to change the connection of the Mobilising System Solution from Airwave to ESN as further set out in Paragraph 3.4.2 above.

3.7.2 **Exit.** The Services to implement an exit or partial exit of one or more of the Fire Authorities at the end of the Initial Term, with the Authority continuing to serve the remaining Fire Authorities for one or more Extension Periods.

Description of Deliverables

Description of Deliverables¹

Delivery Milestone Breakdown				
Phase	Project Stage	Milestone No.	Milestones ²	Milestone Date ³
Implementation Services	Project Start-Up	1	Production by the Supplier (and approval by the Authority) ⁴ of the Detailed Implementation Plan, Project Start-Up Documentation ⁵ and Milestone Assurance Report	16/04/2025
	Implementation	2	Successful installation/setup, commissioning and configuration, plus Testing and Milestone Assurance Report - Including satisfactory Completion of the Factory Acceptance Test (FAT) & Report	04/08/2025
		3	Satisfactory Completion of Integration, Testing & Milestone Assurance Report	10/09/2025
		4	Satisfactory Completion of Site Acceptance Test (SAT) & Milestone Assurance Report - Satisfactory completion of Testing by the Supplier and the Authority of the Mobilising System Solution as a whole	15/10/2025
	Preparation & Switchover	5	Readiness for Service (data migration (and testing), training and go live) and Milestone Assurance Report	01/04/2026
Operational Services		6	Satisfactory completion of 3 months of live Operational Services with no Major Faults and Milestone Assurance Report	01/07/2026

¹ This document isn't necessarily comprehensive – dependent upon the Supplier Solution, not all listed Deliverables may be relevant and the Supplier Solution may necessitate other Deliverables. In these cases, the Supplier is to highlight this to the Authority and describe their solution's Deliverables. This document includes sections on the provision of hardware which will apply to the extent applicable to the Supplier Solution. Regarding Goods (Workstations and other hardware etc.) the Supplier should schedule delivery/installation at the best time for the Authority, to maximise the benefit of the manufacturers' warranties and lifespan of the equipment.

² The Supplier must provide a Milestone Assurance Report for each completed Milestone before the Authority provides a Milestone Achievement Certificate, as further set out in Schedule 14 (Testing Procedures). That Schedule also describes the approach to Testing and the other Testing documents required. .

³ The Milestone Date of 1 April 2026 is a longstop date (Longstop Date): it is the day after the support end date for the Authority's mobilising system solution that is in existence at the Effective Date. The new Mobilising System Solution must go live by the Longstop Date at the absolute latest. The other Milestone Dates are approximate, anticipated dates, but are more flexible provided the Longstop Date is met. The Supplier should, while keeping the short descriptions of the Milestones the same, ensure its approach to the Implementation Services is as time and cost efficient as possible in the best interests of the Authority; the Authority appreciates that the Supplier will have expertise in the optimum approach to the implementation of its own proposed Mobilising System Solution.

⁴ The Authority will be the principal point of contact but will involve the Fire Authorities in the Deliverables as necessary. This may include requiring the Supplier to liaise directly with each of the Fire Authorities.

⁵ All documents relevant to the Supplier's Solution listed in the 'Project Start-Up' Project Stage (except for the Detailed Implementation Plan). The Supplier will deliver these documents incrementally over the duration of the Project Stage.

Deliverables Breakdown

Project Start-Up

Deliverable	Description
Detailed Implementation Plan	<p>This document will provide a comprehensive overview of how the Supplier Solution and Services will be delivered by the Supplier to include project timescales and priorities for the delivery of the Detailed Implementation Plan.</p> <p>The Outline Implementation Plan must be set out in Annex A to Schedule 13 (Implementation Plan).</p> <p>The Detailed Implementation Plan must be submitted to the Authority for approval within 20 Working Days of the Effective Date.</p>
Project Management Plan	<p>The Supplier shall offer for agreement a suitably qualified and experienced Project Manager (providing their CV) who will fully describe their project management methodology. If the Supplier provides a replacement Project Manager at any point during the lifetime of the project, he/she must be offered for Authority agreement.</p> <p>The Supplier's Project Manager shall work with the Authority's Project Manager throughout the lifecycle of the project. All written communications on the project shall be between the Supplier's Project Manager and the Authority's Project Manager unless otherwise agreed during the project by both the Supplier and Authority on a task-by-task basis to aid progression of individual Deliverables.</p> <p>The Supplier's Project Manager shall be expected, but not be limited, to provide and manage (where applicable) the following throughout the lifecycle of the project:</p> <ul style="list-style-type: none">• Progress meetings – Monthly or more frequently as per the stage of the project requires and as agreed with the Authority, at NWFC Lingley Mere. Prepare and issue minutes of all project meetings within five Working Days of the meeting, for approval by the Authority's Project Manager• Project Schedule (Gantt Chart) – To be updated as requested by the Authority• Document Schedule (inclusive of progression)• A Project Plan highlighting key Deliverables with a focus on those that hold resource dependencies – Who is required from where and when to achieve the Deliverable

	<ul style="list-style-type: none"> • All Supplier personnel (including Subcontractors) assigned to work on this project and any affiliated documentation (certifications, Risk Assessments, Method Statements, etc). • Monthly Highlight Reports with a focus on recent activity headlines (that month) and planned activity headlines (the following month) • RAG Reports highlighting project items/Deliverables status • Actions & Issues Log • Risk Register/Log • Variation Reports
Documentation Plan	<p>The plan which provides the framework for the way the project will manage documentation. It should include but may not be limited to:</p> <ul style="list-style-type: none"> • List of all documents to be provided with owner identified • List of all drawings to be provided • List of software to be provided with version number where appropriate • Schedule of drawing, software and document production, review, approval and delivery • Processes and associated procedures covering production, review, approval and delivery of drawings, software and documents • Any document management tools to be used
Risk Plan	<p>The document which describes how risks to, and opportunities for, the project will be handled. It should include, but may not be limited to:</p> <ul style="list-style-type: none"> • Risk management framework with organogram (flow chart) • Risk and opportunity identification process and associated procedures • Risk and opportunity review and reporting process and associated procedures, including an explanation of a clear audit trail of decisions • Risk and opportunity analysis and evaluation process and associated procedures, including how risks are quantified, risk tolerance and management option identified • Risk Action plans, how individual risks are to be tracked and managed, and actions evaluated for their effectiveness, to include risk/activity mapping and programme risk model • Risk Communication strategy, including Risk Assessment Reporting • Lessons learnt log for actualised risks • Project Risk log, Issue Log, and opportunity Log (as separate document(s)) • Any Risk Management tools to be utilised, including cost models

<p>Quality Plan</p>	<p>The plan set out in clause 6.1 of the Contract which documents how the Supplier will ensure quality of the Services is maintained. It should address, but may not be limited to, the following issues:</p> <ul style="list-style-type: none"> • Consolidate Quality expectations as contained in the Contract • Quality responsibilities and project management organisation • Design Control • Quality Control and Acceptance criteria • Control of non-conformance • Corrective and Preventive action • Inspection and testing • Quality Assurance and audit process (schedule to be applied both internally and to sub-contractors) • Control of inspection, measuring and test equipment • Control of sub-contractor supplied products • Quality Improvement plan • Configuration management plan including product identification & traceability, document & data control and change management procedures • Control of quality records • Training, Qualifications and Experience • Servicing • Software Quality plan • Reference to all Standards that shall be met – Set out in Schedule 4 (Standards) • Any tools or statistical techniques to be used to ensure quality
<p>Health & Safety Plan</p>	<p>Sets out the mandatory requirements of health and safety management arrangements applicable to everyone engaged in the project.</p> <p>The plan shall clearly reference any safety policy or safety management system operated by the Authority. Authority policies shall have precedence over the Supplier’s policy and safety management system when working in Authority premises. The Health and Safety Plan should address the following issues as a minimum:</p> <ul style="list-style-type: none"> • A description of the project • A general statement of health and safety principles and objectives for the project • Information about restrictions which may affect the work • Management structure and responsibilities • Standards and statutory arrangement to which the project must be executed • Information for contractors and sub-contractors employed on the project

	<ul style="list-style-type: none"> • Selection procedures to ensure all personnel employed on the project are competent, materials and resources on the project are correctly selected and maintained • Communication procedures implemented to ensure health and safety information is available to all persons • Management of all activities with risks to health and safety • Emergency procedures • Reporting of RIDDOR information • Welfare provision for all employees • Information and training for people on site • Consultation process with people on site • Site rules and regulations • Provision of information for the health and safety file • Arrangements for monitoring and improving the health and safety systems implemented for the project • A process to demonstrate a continuous improvement programme for Health & Safety • List of applicable standards and legislation
<p>Functional Design Specification (FDS)</p>	<p>The purpose of the FDS is to fully document the design and functionality for the complete Supplier Solution including the systems to be implemented by the Supplier in order to meet the Authority's requirements.</p> <p>The FDS will, in particular, relate to the requirements in the Specification Requirements Document (SRD). Subsequent phases of the project will not be allowed to commence without an FDS approved by the Authority. The FDS should cover the whole of Supplier Solution by including for a Requirements Verification and Traceability Matrix (RVTM) that lists each Authority requirement and traces it through FDS and into all relevant demonstrable test phases (such as FAT, SAT). The Supplier will keep the RVTM up to date throughout the project lifecycle, and its sign-off will be required as part of final acceptance of the Supplier Solution. The contents of the FDS shall be incorporated in the Contract between the Supplier and the Authority forming the reference against which the Supplier Solution shall be tested and accepted. The FDS shall include at least the following:</p> <ul style="list-style-type: none"> • Detailed Design Document • System Overview • How the Supplier Solution is going to work functionally • What each element provides, how and why • The Interface Design Document based on the interfaces listed in the SRD • Confirmation and descriptive details as to how the proposed Supplier Solution will provide the full functionality and performance required by the Authority • A Test Strategy identifying how the RVTM will be carried forward into the acceptance Testing phase for detailed functional verification

	<ul style="list-style-type: none"> • The physical characteristics of the Supplier Solution • A detailed inventory of all the equipment (to include for example, central servers, client workstations, interfaces, firewalls etc) that is to be supplied • A detailed inventory of all the software and software licences that are to be supplied • The nature of all the interfaces that the Supplier Solution will provide • Installation Specification • Backup and restore capabilities • Security features within the Supplier Solution design included to meet the Authority's security requirements (particular attention should be made to the interface connections / configurations) • Any relational database management information <p>The Supplier shall update and develop the FDS into a full set of system documentation to show the final 'as-built' status of the Supplier Solution. The full contents of such system documentation shall be described in the FDS and must be available for Authority approval as part of the final acceptance Milestone.</p>
System Architecture Design	<p>The purpose of the System Architecture Design is to outline the complete design solution for the systems within the Supplier Solution in order to meet requirements. It should include as a minimum:</p> <ul style="list-style-type: none"> • A formal description and representation of the system showing the design for the layout of the system components and their relationships to each other • The design principals and constraints influencing the systems architecture • The functional specification for the internal interfaces among the system's components or subsystems • The functional specification for the interface between the system and its external environment, especially the user
Interface Design Document	<p>The Supplier must provide a design detailing how the Supplier Solution will interface with all existing infrastructure as detailed in the SRD and all affiliated communications infrastructures utilised by/for the Supplier Solution, Authority and Fire Authorities.</p>
Security Management Plan	<p>The plan through which the Supplier manages security and End Point Security prepared pursuant to Schedule 5 (Security Management) and Schedule 2 (Services Description) respectively.</p>
Manufacturers Specification Sheets	<p>The Supplier must provide the Authority with Manufacturer Specification Sheets for all equipment required (inclusive of wiring). These are to be inclusive of but not limited to, manufacturer, part number, model number, revision number, technical data, safety data and equipment CE Certifications.</p> <p>Where CE Certifications are not included within the Manufacturers Specification Sheets, they will need to be listed separately against each corresponding item.</p>

Operation & Maintenance Manuals	Manufacturers Operation and Maintenance Manuals for all equipment are to be provided by the Supplier. Additionally, a full specification for the “As Built” Operating and Maintenance Manuals are to be supplied with the Supplier Solution.
Utilities Schedule	The Supplier will provide the Authority with a Utilities Schedule containing power specifications of all relevant hardware. Inclusive of but not limited to: <ul style="list-style-type: none"> • Power Requirements (plug type, supply type, supply power requirements, etc) • Power Draw (Min/Max operation) • Max Load (including cables and affiliated) • Heat Transfer BTU’s (Max)
Wiring Diagrams	The Supplier will provide the Authority with clear and concise wiring diagrams showing how each individual piece of hardware is wired. Inclusive of but not limited to: <ul style="list-style-type: none"> • Wiring Labelling • Equipment Port ID’s • Corresponding wires with equipment
Interconnection Diagrams	Interconnection Diagrams must be provided by the Supplier to the Authority showing the path of how each piece of hardware is connected to one and other. Inclusive of but not limited to: <ul style="list-style-type: none"> • Wiring Labelling • Equipment Identification
Scale Drawings	Scale Drawings are required of the rack room (and any work the Supplier Solution deems necessary within the Control Room) must be provided by the Supplier. Inclusive of but not limited to: <ul style="list-style-type: none"> • The Rack Dimensions • The Rack locations within the rack room (considering existing equipment)
Rack Drawings	These must be inclusive of but not limited to: <ul style="list-style-type: none"> • All equipment racks utilised for the Supplier Solution • Rack ‘U’s of space available and equipment ‘U’s of space required • Each racks layout detailing each piece of equipment
Test Strategy	The strategy for the conduct of Testing as described further in paragraph 4 of Schedule 14 (Testing Procedure).
Training Plan	This focusses on training needs arising through the delivery of the project. These may involve identifying and addressing training requirements for staff in the Authority as well as throughout the Supplier’s supply chain.

	It must address the training requirements in the Authority Requirements.
Transition Plan	<p>Sets out the detail of the steps involved managing the change from the current supplier solution to the new Supplier Solution (Transitional Services). The Transition Plan will clearly define the methodology to be used ensuring operation of the Control Centre and mobilising functions are not compromised at any stage. The Transition Plan will contain, as a minimum:</p> <ul style="list-style-type: none"> • Details of arrangements ensuring the Control Centre maintains all communications and the ability to mobilise throughout • Details of fallback, emergency and breakdown arrangements during the rollout and implementation processes • Details of technical and management arrangements during the period of Transitional Services • Any necessary procedures to ensure information exchange with the Authority and Fire Authorities systems is maintained throughout • Any necessary procedures to ensure the Authority and Fire Authorities can be assured that their Control Centre needs will always be met in the event of a major or catastrophic incident. Details of the arrangements to ensure all users and stakeholders are fully informed and cognisant of the procedures and arrangements during the migration process • Details of arrangements to ensure maximum security and resilience of the communication systems during the migration process • A list of the testing and validation exercises to be undertaken to ensure all the arrangements and procedures are complete, adequate, robust and resilient
Business Continuity & Disaster Recovery Plans	These must meet the requirements set out in Schedule 26 (Service Continuity Plan and Corporate Resolution Planning).
Supply Chain Management Plan	<p>This encompasses the planning and management of all activities involved in sourcing, procurement and logistics management.</p> <p>It must include the strategy for the coordination and collaboration with channel partners, which can be suppliers, intermediaries, third-party service providers and the Authority.</p> <p>It must address supply and demand management within and across companies and include a strategy to ensure the supply chain can work efficiently without bottlenecks and be responsive to requirements.</p>
Data Migration Plan	The Supplier shall set out in the Data Migration Plan how it will achieve this. The Supplier shall provide the Data Migration Plan to the Authority for the Authority's review and shall make any amendments agreed with the

	Authority. The Supplier shall cooperate fully with the Authority in the execution of the agreed Data Migration Plan, providing skills and expertise of a reasonably acceptable standard.
Configuration Control Plan	<p>The purpose of this document is to set out how the Supplier will manage the functional and physical attributes of the Supplier Solution at various points in time and perform systematic control of changes to the identified attributes for the purpose of maintaining software integrity and traceability throughout the software development life cycle. It should include, but may not be limited to:</p> <ul style="list-style-type: none"> • Configuration Management responsibilities, roles, processes and associated procedures covering production, approval and delivery of configuration items • How configuration interfaces between the project, sub-contractors and the Authority are to be addressed • Configuration Schedule showing status of all configuration items • Change Request log (likely to be a separate document) • Any Configuration Management support tools to be used • Project location of storage areas and libraries holding hardware, software and documentation, including a central register of all documents in production or published.
Data Dictionary	<p>A file that defines the basic organization of a database.</p> <p>The Supplier will provide a data dictionary that contains a list of all files in the database, the number of records in each file, and the names and types of each field.</p>
Exit Plan	This is the plan produced and updated by the Supplier during the Term in accordance with Schedule 25 (Exit Management).

Implementation

RAMS	All Risk Assessments and Method Statements pertinent to planned works are to be provided by the Supplier for the Authority to review. The Supplier will work with the Authority to action any amendments required following this review process.
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Delivery to Site(s) and Successful Installation and Commissioning of all Hardware	<p>The Supplier is to orchestrate and effect all:</p> <ul style="list-style-type: none"> • Delivery of Hardware to Site(s) specified by the Authority • Installation of Hardware • Commissioning of Hardware • Continuity/Assurance Testing in readiness to carry out the FAT
Factory Acceptance Test (FAT) Plan & Specification	<p>The Supplier is to provide the procedure detailing how the FAT will be conducted and a Test Specification as described in Schedule 14.</p> <p>This is to be reviewed and agreed upon by the Authority before acceptance for use. The Supplier will work with the Authority to action any amendments required following this review process.</p>
Integration Test Plan and Specification	<p>The Supplier is to provide the procedure detailing how the Integration Testing will be conducted and a Test Specification as described in Schedule 14.</p> <p>This is to be reviewed and agreed upon by the Authority before acceptance for use. The Supplier will work with the Authority to action any amendments required following this review process.</p>
Site Acceptance Test (SAT) Plan & Specification	<p>The procedure for testing by the Supplier and the Authority of the Mobilising System Solution as a whole.</p> <p>The Supplier is to provide the procedure detailing how the SAT will be conducted and a Test Specification as described in Schedule 14.</p> <p>This is to be reviewed and agreed upon by the Authority before acceptance for use. The Supplier will work with the Authority to action any amendments required following this review process.</p>
Factory Acceptance Test (FAT) & Report	<p>The Supplier is to work with the Authority to plan and execute the Factory Acceptance Test.</p> <p>The Supplier is to provide the Authority with a Test Report of the Factory Acceptance Test for review by the Authority. The Supplier will work with the Authority to action any amendments required following this review process.</p>
Integration Test & Report	<p>The Supplier is to work with the Authority & Fire Authorities to plan and execute the integration testing.</p> <p>The Supplier will provide the Authority with a Test Report of the Integration Test for review by the Authority. The Supplier will work with the Authority to action any amendments required following this review process.</p>

Site Acceptance Test (SAT) & Report	<p>Satisfactory completion of Testing by the Supplier and the Authority of the Mobilising System Solution as a whole.</p> <p>The Supplier is to work with the Authority to execute the Site Acceptance Test & provide the Authority with a Test Report of the Site Acceptance Test for review by the Authority. The Supplier will work with the Authority to action any amendments required following this review process.</p>
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Preparation & Switchover

Training Needs Analysis	The Supplier will provide support to the Authority to identify and map the delivery of all users training needs.
System Fallback Plan	The Supplier will work with the Authority to produce a detailed plan of how to operate in fallback circumstances.
Training Programme	The Supplier will work with the Authority to create a detailed training programme for all system users.
Training / Demo Area	The Supplier will provide a stand-alone training / demo area that does not interfere with (but can be adapted to be used as part of) the live Supplier Solution.
Training Delivery & Assessment	<p>The Supplier will provide the Authority and Fire Authorities with Training Delivery & Assessments of all system users. Inclusive of, but not limited to:</p> <ul style="list-style-type: none"> • System Operators • Operational Support personnel • System Support Personnel • ICT Personnel • Data Managers • Security Personnel • Fire Authority Personnel
User Acceptance Test	The system will be tested 'as live' by trained Operators. The Supplier will provide a copy of their standard user acceptance testing and work with the Authority to capture and collate feedback.
Security Test	The Supplier will carry out an IT Health Check as described in Section 7 of Schedule 5 (Security Testing)

Data Migration	The Supplier will migrate data in accordance with the agreed Data Migration Plan.
Support Services	The Supplier shall ensure the support & maintenance Services for the Mobilising System Solution are set up in readiness for switchover to Operational Service
System Go-Live	The Supplier will provide full support during switchover from the current system to the Supplier Solution ensuring immediate rollback can be facilitated if required.

Operational Services

Performance Review	<p>The Supplier will conduct and support performance reviews while monitoring the Supplier Solution.</p> <p>The Supplier is to capture and collate any issues and/or refinement needs highlighted by the Supplier and/or Authority respectively.</p> <p>The Supplier is to work with the Authority to plan the implementation of resolutions where required.</p>
As Built Documentation	The Supplier will provide the Authority with documentation which covers all aspects of the Supplier Solution, interfaces and Services, its configuration and all parameters necessary for its use.
In-Life Operational Services Testing Plan	<p>The Supplier will provide the Authority with a test plan, meeting the criteria defined in Part B of Schedule 3 (Performance Levels) for the in-life operational service testing used to monitor the performance of the Supplier Solution during operational services.</p> <p>Performance standards for this phase are set out in Part A of Schedule 3 (Performance Levels). Updates to the Supplier Solution during the operational phase will follow the testing requirements in Schedule 14 (Testing).</p>
Register of Sub-contracts	The Supplier will provide the Authority with the register of Sub-contracts and other relevant agreements to be created and maintained by the Supplier throughout the term pursuant to paragraph 2 of Schedule 25 (Exit Management).

**Implementation of Exit Plan including
Knowledge Management and Data Transfer**

At the end of the Contract, the Supplier will perform the actions in the agreed Exit Plan, that has been written in accordance with the provisions contained in Schedule 25 (Exit Management).

Specification of Requirements Document

Specification of Requirements Document

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Introduction

1. Glossary of Terms and Abbreviations

- 1.1 Definitions used in the Core Terms and Schedules of the Contract also apply. Definitions used in the Core Terms and Schedules of the Contract also apply.
- 1.2 Tenderers will note that in the context of this Specification of Requirements, the following words have the meanings given to them as detailed below:

Terms / Abbreviations	Definition
Airwave	Airwave provide the TETRA radio scheme used by the UK Emergency Services under a managed service provision.
ACD	Automatic Call Distribution.
AddressBase Premium	This is a comprehensive and accurate geographic dataset containing addresses, properties, and land areas where services are provided.
Alias	A phrase used to provide a more meaningful representation of a Resource.
Alternate Crewing	When the crew at a station can only ride one appliance i.e. special or pump, making any other remaining appliances not operationally available for the duration of the Incident.
Appliances	Fire engines.
API	Application Program Interface.
Authorised Personnel	Personnel with the delegated role-based access rights as defined by each Fire Authority and the Authority.
Authority	The organisation known as North West Fire Control (NWFC).
AVLS	Automatic Vehicle Location System.
BA	Breathing Apparatus
CAD	Computer Aided Dispatch.
Callsign	A phrase used in the Fire Authority to identify a Resource.
CCI	Communications Control Interfaces.
CLI	Caller Line Identification.
Control Room	Used generically throughout this specification to refer to any of the national fire controls or other agency Control Rooms across all Fire Authorities.
CRMP	Community Risk Management Plan.

CRO	<p>Control Room Operator/Officer (within this document this term refers to any member of Control Staff, regardless of role, authorised to operate the Supplier Solution – i.e. Authorised Personnel performing an operational role within the control room and includes those performing a supervisory role).</p> <p>The term Control Room Operator (CRO) is used generically throughout this specification to mean a user performing an operational role within the control room and includes those performing a supervisory role. The actual functionality presented to an individual CRO within the control room is dependent on the permissions they are granted.</p>
Deployment Point	Access point(s) to an Incident address or location.
DGNA	Dynamic Group Number Assignment.
EISEC	Enhanced Information Service for Emergency Calls.
ESMCP	Emergency Services Mobile Communications Programme.
ESN	Emergency Service Network.
Fire Authority	One of the four (4) North West England fire and rescue authorities in Cheshire, Cumbria, Greater Manchester and Lancashire.
GIS	Geographical Information System.
Hazard Areas / Polygons	A defined area configured to manage risk, risk information, PDAs, and action lists.
ICCS	Integrated Communications Control System.
Incident	Any event that may or may not involve mobilising of Resources (e.g. mobilising to fire, mobilising to stand-by cover).
Interface Design Document	The document detailing the interfaces between the Mobilising System Solution and the systems set out or referred to in Section 5 below.
IP	Internet Protocol.
IRS	Incident Recording System.
ISSI	Individual Short Subscriber Identity.
KPI	<p>(a) Key Performance Indicator or Subsidiary Performance Indicator (as defined in Schedule 3 of the Contract); or</p> <p>(b) Key Performance Indicators imposed from time to time on Fire Authority in relation to the fire and rescue services they provide.</p>
LORs	Local Only Records.
MAIT	Multi Agency Incident Transfer.
MDT	Mobile Data Terminal.

MIS	Management Information System.
Mobilising System Solution	The Mobilisation System including but not limited to, the Computer Aided Despatch (CAD) and the Integrated Communication Control System (ICCS) and its related Services.
NDA	Non-Disclosure Agreement.
NILO	National Incident liaison Officer
NOG	National Operational Guidance
NWFC	NW FIRE CONTROL LIMITED - In the Contract, NWFC is referred to as the "Authority", a term also used in this document.
OS	Ordnance Survey.
OTB	Over the Border
OWPA	Object without Postal Address.
PECS	Public Emergency Call Service
PDA	Pre-Determined Attendance (which is defined in terms of the number(s) and type(s) of Resource attributes and/or groups of attributes required to attend an Incident).
PSGA	Public Sector Geospatial Agreement.
Radio Call	Under normal circumstances, a radio call is normally initiated by the transmission of a data or status message requesting permission to speak.
Rendezvous Point	Assembly Point for Resources.
Resource	Any fire appliance, fire vehicle, fire officer, fire personnel, fire station, equipment or any other resource as specified and as appropriate throughout the document.
RTS	Request to Speak.
Shared Crewing	When the crew can split to mobilise more than one appliance i.e. pump and special.
Supplier Solution	The proposed solution presented by the Supplier (defined as proposed Mobilising System Solution) and encompasses all solution related requirements within this Specification of Requirements.
Talkgroup	A virtual radio channel used to allow Fire Authority Resources access to all informed radio communications.
TETRA	Terrestrial Trunked Radio (TETRA) is a professional mobile radio and two-way transceiver specification used by UK emergency services.

TETRA alpha tag	Alpha tags are short descriptions of no more than 12 characters that are used to label Talkgroups, security groups and Resources on a TETRA network.
UPRN	Unique Property Reference Number.
URN	Unique Reference Number.
URTS	Urgent Request to Speak.

2. Introduction and Background

2.1 The statutory duty to, “make arrangements for dealing with calls for help and for summoning personnel” lies with the Fire Authorities, by virtue of sections 7.2(c), 8.2(c) and 9.3(c) and 16 of the Fire and Rescue Services Act 2004.

2.2 In keeping with direction from Central Government the Authority is keen to work collaboratively with other Fire and Rescue Authorities and Agencies in the delivery of its Services. Therefore, the Authority may wish to enter arrangements with other Fire and Rescue Services (“Fire Authority” or “Fire Authorities”) to share or provide Control Centre services. This may include, but would not be limited to:

2.2.1 support to other Fire Authorities during spate and spike conditions (for example where the number of emergency calls being received greatly outweighs the number of operators able to handle and process the calls immediately); and

2.2.2 where Fire Authorities have a need to carry out an emergency evacuation of the primary control, until such time as they are able to recommence their own call handling at their fall back control or primary control (where required)

This may also include other Fire Authorities wishing to either join the Authority or move away from the Authority.

2.3 The Authority has an agreement for resilient services with London Fire Brigade, and Staffordshire and West Midlands Fire Control. Other collaborative arrangements exist between the Authority and Merseyside, Warwickshire and Northamptonshire Fire and Rescue Services.

2.4 The Authority will appoint a single Supplier capable of providing design, supply, installation, commissioning, and maintenance of a proven Mobilising System Solution.

2.5 It is envisaged that the Supplier Solution will include key elements to the Mobilising System Solution such as:

- a. Computer Aided Dispatch (CAD); and
- b. Integrated Communications Control System (ICCS), which may be ‘embedded’ within CAD or alternatively ‘interfaced’ to CAD.

CAD and ICCS are fundamental elements of the Mobilising System Solution which will handle

everything from management of telephony and radio calls to dispatch of Resources, Incident management, records management, provision of full audit log and other additional support for mobilised Resources.

- 2.6 The Authority is open to how the Supplier Solution will be deployed (e.g. 'embedded' ICCS or 'interfaced' ICCS, 'on premises', cloud or hybrid) but the clear requirement is that these two key elements (Computer Aided Dispatch (CAD) and Integrated Communications Control System (ICCS)), must be able to work seamlessly with each other. Failure of a single element of the Supplier Solution must not cause the failure of any other element (e.g. failure of the ICCS must not result in automatic failure of the CAD).
- 2.7 The Supplier Solution will facilitate answering of emergency calls, aid with ascertaining the location and nature of emergencies and initiate the mobilisation of appropriate Resources to resolve the situation. The Supplier Solution will also provide the management of telephony and radio calls, provide a facility to manage Incident activity, provide a strategic overview of an Incident, mobilise and control Resources associated with all Fire Authority operations and contribute to providing an efficient and effective Fire Authority.
- 2.8 The Supplier shall note that a collaborative approach will characterise the relationship between them and the Authority for the purposes of the Contract.
- 2.9 The Authority has established an internal project team consisting of a mixture of technical, non-technical and operational staff. The project team will work in collaboration to oversee the implementation of their requirements.
- 2.10 The Supplier Solution will provide the Authority's professional and highly trained Control Room (CR) staff with the latest technology and is part of a wider strategy aimed at removing workflow duplication, protecting frontline services, freeing Resources to invest in community safety and improving access to specialist Resources.
- 2.11 Further background information regarding the Authority and the Fire Authorities can be found as follows:
- The Authority can be found at <https://www.nwfirecontrol.com>;
 - Cheshire Fire Authority can be found at <https://www.cheshirefire.gov.uk>;
 - Cumbria Fire Authority can be found at <https://www.cumbriafire.gov.uk>;
 - Greater Manchester Fire Authority can be found at <https://www.manchesterfire.gov.uk>; and
 - Lancashire Fire Authority can be found at <https://www.lancsfire.org.uk>.
- 2.12 The Supplier Solution, including all hardware and other equipment provided by the Supplier, must have a minimum operational life span of ten (10) years. It must therefore support the projected Incident load, and it must be readily expandable to meet any anticipated increase in workload, which is currently undefined.

2.13 The verified call volumes for the Fire Authorities in fiscal year 2023/2024 is shown in Table 1 (2023/02024 Call Volumes)

Fire Authority	Emergency Calls	Administration Calls	Total
Cheshire	22867	22094	44961
Cumbria	16448	16347	32795
Greater Manchester	49882	44316	94198
Lancashire	38592	30571	69163

Table 1 – 2023/2024 Call Volumes

2.14 The Authority Control Room function directly contributes to the saving of life and the avoidance of injury through provision of fire and entrapment survival guidance to emergency callers who are trapped and awaiting the arrival of the emergency response.

2.15 The Authority Control Room personnel handle emergency calls and non-emergency administrative calls, determine the nature and location of Incidents and mobilise appropriate Resources to respond to fires and other emergency Incidents. They help save lives daily. The Authority Control Room personnel also carry out several other key functions (e.g. Incident management, fault management, communications, and statistical reporting). These functions are a pre-cursor to effective emergency response and the effectiveness of these arrangements dictates the quality of services provided to the public, measured by speed and configuration of response to Incidents.

2.16 The Authority Control Room and the Fire Authorities operate on 24 hours a day, 365 days per year (366 during leap years) basis.

2.17 As a responsive emergency organisation, the Authority and the Fire Authorities regularly update the way they respond to different types of Incidents and the way that the Authority handles emergency calls. The Supplier shall work in partnership with the Authority to quickly implement any necessary changes to the Supplier Solution because of any updates to emergency call handling, Incident processing, mobilising, attendance, fire survival guidance or any other necessary change.

2.18 The Fire Authorities have a duty to develop individual Community Risk Management Plans (CRMP) assessing their local risks and how Resources will be deployed to tackle these risks. The Authority supports the resulting mobilisation, Incident management, maintenance of fire cover and other Resource deployment requirements, arising from the Fire Authorities' CRMPs through the Pre-determined Attendance Plans (PDAs), action lists and minimum levels for fire cover etc. which must be maintained within the Supplier Solution. The Authority will need to retain the flexibility to work with different CRMPs from the Fire Authorities.

2.19 The procurement, implementation and continued support and maintenance of the Supplier Solution must not result in any reduction in the Authority's and/or the Fire Authorities' emergency call handling and/or mobilising capability or impact upon the effectiveness, efficiency, and prompt response to Incidents at any time during the Contract.

2.20 Given that the Authority may move from its current premises at the end of the Initial Term and

that it is possible that one (or more) of the Authorities may decide to end its involvement in the collaboration, the Authority believes that the Contractor Solution should be designed to accommodate these future changes. Contractors are required to explain how their Contractor Solution will be designed to enable such changes.

3. Scope Overview

3.1 High-Level Synopsis

- 3.1.1 The Authority are seeking an end-to-end solution. The Authority requires the tenderer to include and cost for all elements of their solution, inclusive of any connectivity. This should comprise of any resilience elements that are required to deliver both the ICCS and CAD. The tenderer must also include and cost all elements of the control solution and offer options for maintenance, either as a break-fix service (on-site repair when needed) or a return-to-base service (off-site repair at a dedicated location for failed components).
- 3.1.2 Design, Delivery and Implementation of all software, hardware and data storage solutions (inclusive of planning, testing, security and upskilling) to provide control and mobilising capability across multiple geographical areas, considering remote accessibility and integration to existing Fire Authority infrastructure.
- 3.1.3 24/7, 365 days per year maintenance and support for all software, hardware and data storage solutions. Inclusive of ongoing updates provided to keep pace with technological and service enhancements throughout the life of the contract.
- 3.1.4 Overarching data management process to include all Fire Authority and non-Fire Authority data sources (inclusive of legacy data where required). This will manage the segmentation (where needed) and delivery of data into the live operational systems provided by/interfaced with the solution.

3.2 Robust Contingency and Resilience

- 3.2.1 System availability and reliability will be of paramount importance. Specific obligations will be placed on the supplier to meet high system availability requirements, which must consider planned as well as unplanned downtime. Given the complex requirements of the system, it is essential that the selected Supplier details extensively the arrangements that they will put in place to underpin and maintain the required level of service, which is **99.95% availability**.

3.3 Fall-Back Solutions

- 3.3.1 If, for any reason, the Authority is unable to perform any of its emergency call management or mobilisation functions from its main control room site at Lingle Mere, fall-back options must be present. Currently, a secondary control 'dark site' facility is used. While the Supplier may adopt this model, a more innovative solution that offers the ability to set up remotely at any location within the area served by the Authority is preferred.

3.4 Fire Authority Capabilities

- 3.4.1 The Mobilising System Solution must provide an end-to-end service, which requires integration with existing networks and systems within each of the Fire Authorities.
- 3.4.2 The Fire Authorities require a remote access real-time view of Incidents and Resources for management and Incident command purposes.

- 3.4.3 A management information feed from the CAD & ICCS system to the Fire Authorities dedicated management information systems (MIS), for all management information and Incident reporting purposes, will be required. This will provide a mix of real-time and periodic data, the latter with a frequency agreed with the Fire Authority.
- 3.4.4 A data capture and management system to submit Fire Authority-specific information (such as gazetteer records, PDAs, Resource information, etc) for use in the CAD & ICCS system must be present.
- 3.4.5 Supplier responsibility for the performance of the Mobilising System Solution ends at the Authority firewall with each of the Fire Authorities. However, all testing is required from end to end e.g., station end equipment. Testing will only be deemed complete when successful end to end operation is achieved.

3.5 Growth Capability and Future Technology Implementation

- 3.5.1 Provision of a Supplier Solution that is compliant with, and capable of accommodating any current implementation of and future changes to the standards detailed below, including, but not limited to:
 - a. Radio and mobile data communications resulting from the Emergency Services Mobile Communications Programme (ESMCP);
 - b. UK Incident Recording System (IRS);
 - c. Multi Agency Incident Transfer (MAIT) - www.mait.org.uk; and
 - d. Future developments of the 999 service technology.

3.6 Out of Scope

- 3.6.1 For the avoidance of doubt, the following products/services are not considered to be in scope of the requirement if the Supplier Solution is on-site:
 - a. Building works or refurbishment of premises;
 - b. Provision of utilities: heating, lighting, electricity, water;
 - c. Provision of welfare facilities;
 - d. Provision of back-up power supplies, generator equipment;
 - e. Provision of Uninterrupted Power Supply (UPS) equipment;
 - f. Radio and MDT systems;
 - g. Control Room furnishings including chairs, desks, tables, desk, lamps, mouse mats, etc; and
 - h. Air conditioning system.

Mobilising System Core Requirements

4. Core Functionality Requirements

- 4.1 A key concept of the Authority's operation, enabled by the Supplier Solution, is that the quickest available appropriate Resource (appliances, officers, and equipment) is mobilised to the Incident, where possible. For life risk Incidents, this happens without regard to the Fire Authorities' boundaries with each other. This ensures that the response mobilised to an Incident, subject to some constraints, is always the nearest (by travel time) and appropriate (in terms of having the attributes necessary to manage the Incident), regardless of which of the Fire Authorities the Resource belongs to.
- 4.2 The operation of the Authority means that staff currently service the needs of the Fire Authorities which have common methods of operation across certain areas while supporting those areas where local discretion is important e.g. PDAs. Standard communications with operational staff and other stakeholders are vital and, where possible, uses converged terminology to describe Resources, Incidents, locations, equipment, and people, with a common set of attributes and values.
- 4.3 The Supplier Solution must be compliant with the Equality Act 2010, and it should be possible for it to be used by people of all race, religion, disabilities, sex, etc. The Supplier shall inform the Authority whether the Supplier Solution:
- a. Has no impact on any protected characteristic (disability, race etc); or
 - b. Has a negative impact, but reasonable adjustments can mitigate / negate against any impact; or
 - c. Has a negative impact on a protected characteristic, but it is a proportionate means of achieving a legitimate aim.

The Supplier will highlight any specific groups of individuals which may not be able to use any proposed new Supplier Solution and how best they can be supported.

5. Interface Requirements

- 5.1 The Supplier Solution must include interfaces with the following (current) systems:

Telecoms Service telephone facility for making and receiving internal and external (including emergency) calls and the 999/EISEC service provided by BT;

Airwave/ESN the Authority's wide area digital radio system facility, incorporating Firelink, which enables the CRO to communicate using both voice and data with Fire Authority and other emergency responders (includes UK wide FRS' and all other Airwave users);

The Fire Authorities' Back Office Systems, Applications and Data Feeds for the provision of data and information necessary for the call handling, Incident processing and mobilising to Incidents. These include but are not limited to, Resource availability, GIS and gazetteer information, Appliance, and other Resource availability information, within the Authority and

each of the Fire Authorities, as further set out in Table 2 (Current Interfaces as known at time of ITN);

Mobile Data Terminals (MDTs) and the ability to link to MDTs on appliances or other Resources used to send and receive information, within the Fire Authorities;

WAN the Authority and Fire Authorities' wide area network, which provides data communication links to locations including the Authority at Lingley Mere, fire stations, fall back and resilience sites and other office premises within the Fire Authorities; and

Data Feed Provision of a facility to enable two-way data exchange between the Supplier Solution and Authority's and Fire Authorities' back-office systems.

System/Interface	Cheshire Fire Authority	Cumbria Fire Authority	Greater Manchester Fire Authority	Lancashire Fire Authority
Gazetteer export (local only records + XDM Risk data)	Idox Bluelight iExchange	Idox Bluelight iExchange	Idox Bluelight iExchange	Idox Bluelight iExchange
Mobile Data Solution	Airbus ScResponse	Airbus ScResponse	3TC Modas	3TC Modas
Station End Equipment	Multitone Firecoder GD92	Multitone Firecoder GD92	Multitone Firecoder GD92	Multitone Firecoder GD92
Incident Recording System (IRS)	Firecore/SSi IRS	3TC IRS Plus	3TC IRS Plus	3TC IRS Plus
Wholetime & Officer Availability System	Gartan	Gartan, moving to FireWatch	Gartan	Gartan
Retained Availability System	Gartan	Gartan, moving to FireWatch	N/A	Gartan
Dynamic Cover Tool	TBC	Moving to FireWatch	TBC	ORH Dynamic Cover Tool
Paging/SMS	Critico (formally PageOne)	Critico (formally PageOne)	Critico (formally PageOne)	Critico (formally PageOne)
Incident Command Support	TBC	TBC	TBC	3TC
Data Warehouse connection	NIL	TBC	ODBC	Azure
Press feed	ftp	ftp	TBC	ftp

Table 2 – Current Interfaces as known at time of ITN

5.2 The Supplier should note that Table 2 references current known interfaces. Where 'TBC' is listed this may be because other procurements of systems are ongoing or departmental strategies are being developed. Equally, even where interfaces are currently listed, there may also be procurements ongoing or commencing. Therefore, the Supplier shall ensure that the interfaces

delivered are in accordance with the Fire Authorities' specifications at the time.¹

- 5.3 The Supplier shall provide ongoing support and maintenance Services for the interfaces listed or referred to in paragraph 5.1 and shall also provide ongoing obsolescence management and technology developments for new interfaces.
- 5.4 The Supplier is required to be cognisant of the fact that during the Term, contracts with Airwave via Firelink are likely to end, and as a result the Supplier will need to enable the Supplier Solution for connection to the ESN.
- 5.5 The Supplier shall supply an Interface Design Document in accordance with Schedule 13 (Implementation Plan) of the Contract.
- 5.6 Where the Supplier Solution provides an interface to a Fire Authority system, then it shall be made available to the other Fire Authorities as required, at minimal cost.
- 5.7 The Supplier Solution shall be compatible with Open API specifications and interfaces detailed here: <https://spec.openapis.org/oas/latest.html>.
- 5.8 The Supplier Solution must provide a Data Feed facility to enable two-way data exchange between the Supplier Solution, Authority and Fire Authority' back-office systems.

Connectivity to the Airwave Service

- 5.9 The Supplier Solution must fully integrate with the Airwave service via the Authority's Airwave interface. The Supplier Solution shall meet all the Airwave requirements for connection to the radio system.
- 5.10 The Supplier Solution must provide the facility for all CROs to access as a minimum, all the Authority Talkgroups, and Fire Authorities' Talkgroups (including mutual aid Talkgroups (MATs)). Options to access Over the Border neighbouring Fire Authority MATs, multi-agency interoperability and national Talkgroups must be available.
- 5.11 Prior to connection, all necessary testing and approvals shall have been completed to the satisfaction of Airwave Solutions Ltd and the Home Office accreditor to permit connection to proceed. The Supplier shall provide all necessary assistance to help the Authority with this assurance. All Resources associated with this activity, both pre-and post-implementation of the Supplier Solution, shall be provided by the Supplier at no additional cost to the Authority.

Communication Interfaces

- 5.12 The Authority's administrative telephone network is currently based on the Cisco Call Manager IP telephony platform.
- 5.13 Currently, the Alternate 999/Administrative circuit terminates on the Authority's Cisco CallManager platform which has resilient QSIG interfaces to the existing ICCS.

¹ Changes to interfaces will be managed under the Change Control Procedure, as clarified prior to submission of Initial Tenders.

- 5.14 The telephony interfaces are currently ISDN30 circuits, but it is anticipated that the Authority will have migrated to SIP by the time of implementation.
- 5.15 Verbal radio contact between Fire Authority Resources and the Authority is via a twenty (20) port DCS Communications Control Interface (CCI) to the Airwave Network.

Access Third Party Images, Video Feeds, and other Data

- 5.16 The Supplier Solution shall allow the ability to access available third-party images video feeds, for example to view building CCTV, drone footage or other CCTV footage and attach it to the Incident log and allow a CRO to share images and video with Fire Authority Resources and store and view those images and videos for a minimum of thirty (30) days.
- 5.17 For Incidents involving hazardous substances, the Supplier Solution will allow access to, including but not limited to, the internet-based Meteorological Office Hazard Manager service:
- (<https://www.metoffice.gov.uk/services/government/environmental-hazard-resilience/access>) to access and import information such as:
 - Firemet (immediate access to forecast conditions including wind speed/direction); and
 - CHEMET (detailed forecast and 'area at risk' map).

Provision of Incident information to media and the public

- 5.18 The Supplier Solution shall provide an automated feed of information (including but not limited to real-time, near real-time and historical) about all Incidents in a format that enables the Fire Authority to publish the information on their websites and social networking sites and allows the ability to mark Incidents as confidential to be exempt from any publication.

Shared Diary

- 5.19 The Supplier Solution must provide a shared diary/calendar which can be configured by the Authority, including but not limited to collaboration tools which co-ordinate a daily diary accessible by all.

Email

- 5.20 The Supplier will work in partnership with the Authority to integrate email client services at the CRO desktop.

Internet access

- 5.21 The Supplier will work in partnership with the Authority to implement secure internet access at the CRO desktop.

Remote Access to Supplier Solution

- 5.22 The Supplier Solution must provide Authorised Personnel the facility to access the Supplier Solution remotely and securely. The level of access granted shall be determined by the role of the Authorised Personnel and associated with their account, which shall be configurable by the Authority.

- 5.23 It must be possible to restrict a user's view of the Supplier Solution limiting it to a specific Fire Authority's jurisdiction i.e. Incidents, Resources etc. within a specific Fire Authority.
- 5.24 It shall be possible for a remote access user to easily see and filter information relevant to their role, e.g. Fire Authority officers being able to see Informative messages, ETHANE, and METHANE messages.

Fire Authority Data Warehouse extract

- 5.25 The Supplier Solution must provide a mechanism for Fire Authorities to regularly extract their own data (e.g. Incident and Resource information, action lists, PDAs) from the CAD database to populate their own data warehouses, including but not limited to real-time, near real-time and historical extracts.

Multi Agency Incident Transfer (MAIT)

- 5.26 The Supplier Solution shall support two-way Incident data transfer with other authorised agency systems and shall be fully compliant with Multi Agency Incident Transfer Standard: Protocol Version: 1.0.0 March 2016.

6. Non-Functional Requirements

Operator Workstations at the Authority Location

- 6.1 The Supplier Solution shall provide a minimum of twenty (20) CRO workstations for live emergency Incident management, including three (3) supervisor workstations. The Supplier Solution shall provide an additional four (4) CRO workstations used primarily for training and/or testing with the ability to log on to the live, training or test environments and a further (6) CRO Workstations for Secondary Control. Currently, there is provision for up to thirty (30) operators on thirty (30) workstations (if secondary control is utilised). This Provision of (30) workstations is to be upheld regardless of solution.
- 6.2 All CRO workstations must allow a user to carry out data administration or system management activities for the live, training or test environments.
- 6.3 The Supplier Solution will be scalable to allow for an increase of fifty percent (50%) in the number of workstations.

User Access Controls

- 6.4 Authorised Personnel shall be issued with individual user accounts and the level of permissions provided shall be determined by the role of the Authorised Personnel and associated with their account, which shall be configurable by the Authority. Example of roles include operator, supervisor, data administrator, system manager, viewer.
- 6.5 Personnel shall not be able to perform actions for which they are not authorised.
- 6.6 Authorised Personnel accounts on the Supplier Solution shall be capable of being created, configured and secured by the administrator using standard mechanisms including but not limited to:

- a. account lockout after a configurable number of wrong passwords;
- b. account timeout after a configurable number of days of non-access;
- c. password expiry;
- d. password complexity enforcement; and
- e. password protected screen saver after a configurable amount of time.

Usability

- 6.7 The Supplier Solution user interface and documentation shall be specifically UK Fire Service relevant; the language, terminology and symbology shall all be consistent with that already in use within the UK Fire Service.
- 6.8 The Supplier Solution shall have a consistent look and feel across all screens e.g. for data entry, menus, selection, icons, colours, terminology, error notification.
- 6.9 The Supplier Solution shall allow Authorised Personnel to customise the user interface for personal preferences e.g. configure screen layout, toolbars, mouse settings, accessibility settings.
- 6.10 Personal preferences shall be retained in the user's profile such that every time the user logs on their last profile is used.
- 6.11 Help information and instructions shall be provided as an indexed and searchable reference guide with context sensitive data displayed in a manner that does not inhibit the functionality of the Supplier Solution.
- 6.12 The Supplier Solution shall allow the Authority to configure the information provided in help screens as required and distribute as required.

7. Security Requirements and Development of the Security Architecture for the Supplier Solution

- 7.1 Please see Schedule 5 (Security Management) of the Contract.

8. Security and Cyber Security

- 8.1 Please see Schedule 5 (Security Management) of the Contract.

Mobilising System Functional Requirements

9. Emergency Call Handling and Special Attendances

Answer Emergency Call

- 9.1 The management of emergency calls comprises the following functional areas:
- a. Receipt and answering of emergency calls for assistance;
 - b. The gathering of necessary information to determine if assistance is required and provide the requisite assistance;
 - c. The provision of advice to the caller; and
 - d. Recording details of calls for assistance.
- 9.2 On answering an emergency call via the ICCS, the Supplier Solution must automatically present a new Incident form ready for completion by the Control Room Operator (CRO). The Authority must be able to configure dialled telephone numbers to which this automatic behaviour applies.
- 9.3 The method of call must automatically be recorded on the Incident based on the dialled telephone number.
- 9.4 The Supplier Solution must capture the caller's CLI information and automatically record this on the Incident.
- 9.5 The Supplier Solution must also allow a CRO to create a new Incident for a call not routed via the ICCS as an emergency call by a single key stroke or equivalent.
- 9.6 The Supplier Solution must assign a unique reference number to each Incident (Incident Id).

Identify Subscriber Details

- 9.7 The Supplier Solution must interface with and capture information from telephone companies who provide the Enhanced Information Service for Emergency Calls (EISEC), automatically recording the details on the Incident and provide the ability to manually enter data where EISEC data is not automatically available. This must include Advanced Mobile Location (AML) lookup.
- 9.8 Where the emergency call originated from a telematics e-call this is received via the BT EISEC. The returned vehicle details must be able to be recorded within the Supplier Solution.
- 9.9 The Supplier Solution must display the caller location (mobile call location or land line address)

on the Geographical Information System (GIS) map at an appropriate zoom level.

- 9.10 The Supplier Solution must provide tools to allow the Authority to effectively manage calls from telephone numbers known to be used by repeat callers, malicious callers, or vulnerable persons, for example.
- 9.11 The Supplier Solution must allow a CRO to create and send a message to a caller's mobile phone.

Caller has Speech/Hearing Difficulty

- 9.12 The Supplier Solution must support the receipt of emergency calls from persons with speech or hearing difficulties through the nationally supported services and apps and identify such callers.

Gather Information from Caller

- 9.13 The Supplier Solution shall ensure that the CRO is presented with relevant information, questions and prompts to aid the CRO to quickly establish the type of Incident and scale of response to be sent (Pre-Determined Attendance (PDA)).
- 9.14 The Supplier Solution must adopt a structured approach to gathering information including the key questions presented first and the response to each question which will determine the next. The Supplier Solution must also allow a CRO to suspend, abandon or change the structured approach based on on-going or changed needs to the situation in addition to allowing the CRO to provide safety and survival advice to the caller.
- 9.15 The Supplier Solution must allow the emergency call management protocols to be adapted to the on-going and potentially changing needs of the Authority.

Capture images and video from emergency caller

- 9.16 The Supplier Solution shall allow the ability to capture images and video taken by the caller using the camera on the caller's mobile phone, attach it to the Incident log and allow a CRO to share images and video with Fire Authority Resources and store and view those images and videos for a minimum of thirty (30) days.

Verify Incident Type

- 9.17 The Supplier Solution must allow a CRO to quickly search for and select a valid Incident type for the Incident based on information passed by a caller. The Supplier Solution must support the following types of searches:
- a. Exact match;
 - b. Partial match;
 - c. Keyword or phrase search;
 - d. Shortcut code.

- 9.18 The Supplier Solution must maintain an audit trail on the Incident log of any changes made to the Incident type for an Incident.

Management of Emergency Calls

- 9.19 During normal operations the incoming 999 call(s) will be answered by the first available Control Room Operator (CRO), regardless of the geographic origin and location of the Incident. The same CRO will identify the Incident location along with the correct Resources to attend and then dispatch/mobilise the Resources to the Incident. However, there may be occasions where the tasks of call taking, and dispatch are separated e.g. spate conditions.
- 9.20 The Supplier Solution must support the Authority in following the National Operational Guidance (<https://nfcc.org.uk/nog/emergency-call-handling-and-mobilising/>), regarding Emergency Call Handling and Mobilising to ensure a consistent approach to emergency call management.
- 9.21 The Supplier Solution must support the Authority in following the Public Emergency Call Service (PECS) Code of Practice regarding the provision of call queuing systems (PECS Code of Practice paragraph 6).
- 9.22 The Authority will be responsible for the provision of an interpreter service for assistance during emergency call taking to deal with calls from persons whose first language is not English.
- 9.23 The Supplier Solution should support the use of applications that help callers to alert emergency services using non-verbal methods e.g., texting and to provide information about their location E.g., what3words.

Manage Duplicate Call

- 9.24 A duplicate call is an additional call to an existing open Incident which may or may not have Resources mobilised to it yet or may be queued or in a batch. Initially, the CRO will begin to process such a call as if it were an emergency call to a new Incident.
- 9.25 On validating the current Incident location, the Supplier Solution shall highlight to the CRO the possibility that this Incident could be a duplicate of another Incident, by presenting information of any existing open Incident(s) and details of any Resources attending based on the proximity of the existing open Incidents to the current Incident location.
- 9.26 The Supplier Solution must plot locations on the GIS, of the current Incident and the existing open Incident(s) within the configured proximity and allow the CRO to easily distinguish between the two.
- 9.27 The Supplier Solution shall enable the CRO to either mark the current Incident as a duplicate of another Incident or to continue to process the current Incident as a separate Incident, recording this decision on the Incident log.
- 9.28 An Incident marked as a duplicate shall be automatically closed and classified as a duplicate.
- 9.29 The Supplier Solution shall maintain two-way cross references between Incidents and duplicate calls to allow a CRO to quickly review the details and to allow a CRO to manually

'unduplicate' an Incident at any time, to add new information and to forward new information from a call designated as a duplicate to Resources attending the existing Incident.

- 9.30 The Supplier Solution must clearly display the number of confirmed duplicate calls for a given Incident to any CRO viewing the Incident details.

Further Call to Closed Incident

- 9.31 The Supplier Solution shall support the Fire Authorities' operational assurance by identifying Incidents that have been recently attended but may not have been extinguished properly.
- 9.32 The Supplier Solution must present the details of the closed Incident, including date/time, location, Incident type and Resources attended.

Manage Queuing of Incidents

- 9.33 The Supplier Solution must allow the Authority to configure and name queues to be used in a variety of circumstances, some of which may be used routinely (e.g. a queue to hold deferred Incidents awaiting further action) or temporarily to allow the Authority to react to prevailing conditions (e.g. spate).
- 9.34 At any point, the Supplier Solution must allow a CRO to quickly:
- a. queue an Incident;
 - b. add an Incident to an existing named queue (e.g. a queue of deferred Incidents awaiting further action);
 - c. move an Incident from one queue to another;
 - d. allocate Resources to a queued Incident; and
 - e. automatically removing an Incident when Resources are mobilised.
- 9.35 The Supplier Solution shall enable queued Incidents to be displayed in a list containing a summary of the Incident details which can be searched, filtered, and sorted by the CRO based on relevant criteria such as date/time, Incident type, queue name.

Manage Area of Special Attendance / Interest / Planned Events

- 9.36 The Supplier Solution must allow a CRO to configure an area of special attendance to allow for a variation in normal mobilising policy such as increased attendance during times of civil disturbance, reduced attendance during spate conditions, or pre-planned large scale events including location of any area of special attendance to be displayed on the GIS, along with the location of the Incident.
- 9.37 The Supplier Solution must allow a CRO to configure an area of special attendance based on CRO configured Incident type(s) within a geographic area for a configured date/time period.
- 9.38 The Supplier Solution must allow an action list, PDA, and free text prompt to be associated to an area of special attendance.

- 9.39 At the earliest opportunity during the call handling process, the Supplier Solution shall automatically indicate to the CRO where an emergency call meets the criteria for special attendance defined by the Incident type, geographic area, and date/time of the Incident. The CRO must be presented with the action list, PDA, and free text prompt.
- 9.40 The PDA for the area of special attendance (defined by Incident type, geographic area, date/time) must take precedence over the normal PDA for the Incident type/location.
- 9.41 When mobilising to an Incident which is located within the Authority configured proximity of an area of special attendance which is either underway or due to start within a configurable time, the Supplier Solution must include details of the area of special attendance in the mobilising message.
- 9.42 The Supplier Solution must be fully configurable to allow for more than one area of special attendance to be created and be current for the same geographic area.
- 9.43 Where there are overlapping Hazard Areas/Polygons for areas of special attendance, the Supplier Solution must allow the Authority to configure which takes precedence for the PDA, action list, etc.

10. Location and Address Matching

Location Risk Information

- 10.1 The Supplier Solution must allow a CRO to configure risk information and associate it with a location. This information will be of use either for operational response purposes (to be included in the mobilising message) or to the CRO for Incident processing and must capture all the relevant information required to handle the emergency call.
- 10.2 It must be possible to associate the risk information with locations such as gazetteer location (e.g. premises, street, locality, towns) and within the CRO defined Hazard Area/Polygon.
- 10.3 It must be possible to indicate whether the Supplier Solution shall automatically include the risk information in the mobilising message.
- 10.4 At the earliest opportunity during the call handling process, the Supplier Solution shall highlight to the CRO if the Incident location has any risk information associated with it and allow the CRO to easily view the risk information. It shall be clearly indicated whether the risk information shall be read pre or post mobilisation.
- 10.5 The Supplier Solution must create an audit log of risk information and CRO details when viewed.
- 10.6 The Supplier Solution must also allow the import of risk information and location association via Idox Bluelight XDM through iExchange.
- 10.7 It must be possible to export risk information and associated location details in a common file format e.g. CSV, TXT, or XML.

Pre-Alerts

- 10.8 The Supplier Solution must provide an automated Pre-Alert to the quickest (by travel time) Resource(s) as soon as the caller location has been identified (e.g. on receipt of EISEC AML) for emergency calls.
- 10.9 The Supplier Solution must allow each Fire Authority to configure the number and type of Resource(s) to be pre-alerted.
- 10.10 The Supplier Solution must send pre-alerts associated with emergency calls, however the Supplier must propose options for Pre-Alerting other scenarios, including but not limited to, a developing Incident, for relief duties, etc.
- 10.11 The Supplier Solution must not send multiple Pre-Alerts to Resource(s) if several emergency calls are received from the same geographic area within a configurable time period (e.g. in the case of several repeat calls to an RTC).
- 10.12 The Supplier Solution must recognise that emergency calls received from agencies such as other emergency services and alarm receiving centres are not to trigger Pre-Alerts; in these cases, the caller is unlikely to be in the vicinity of the Incident. The Authority must be able to configure which agencies, telephone numbers this applies to.
- 10.13 A stand-down mobilising message must be sent to Pre-Alerted Resources if they are not going to be mobilised e.g. if the Incident is closed as a duplicate, queued, or closed without a mobilisation (no attendance required).
- 10.14 It must be possible for a CRO to suspend Pre-Alerts for a Fire Authority or geographic area if required for a period of time e.g. during spate conditions.
- 10.15 Pre-alert actions must be recorded against the corresponding Incident record and Resource history.
- 10.16 The Supplier Solution must send an additional alert to the mobile phones of on call crew members when they are pre-alerted to an Incident, for example via an SMS message.
- 10.17 The Supplier Solution must be able to provide a report of Pre-Alerts including, but not limited to, those which were successful or not, or why a Resource was not mobilised.

Verify Incident Location

- 10.18 The Supplier Solution must support the Authority in following the National Operational Guidance, regarding Emergency Call Handling and Incident Support by using a premises-based gazetteer.
- 10.19 The Supplier Solution must provide the capability to identify the location of an Incident quickly, efficiently, and accurately from the information received from the caller.
- 10.20 The Supplier Solution shall enable an Incident location entered by a CRO to be matched against any level of gazetteer data or any type of gazetteer record including organisation/business name, named or numbered premises, an estate/development name, street, locality, town, post code, Motorway feature or other object without a postal address (OWPA), grid reference,

road intersection, road with no postal features.

- 10.21 The Supplier Solution must make use of the following features to optimise the location validation process:
- a. Alternate names (aliases);
 - b. Phonetic matching (to account for misspelling/pronunciation);
 - c. Abbreviations (e.g. RD for ROAD, ST for STREET or SAINT, & for AND);
 - d. Partial matches;
 - e. Coded addresses (e.g. hospital with multiple access or buildings);
 - f. Use of wildcard characters; and
 - g. What3Words.
- 10.22 Where an exact match has been found, the Supplier Solution shall display the Incident address/location on the GIS together with the caller location.
- 10.23 Where the Supplier Solution matches against alternate name (alias) then the associated approved name shall be selected as the Incident address, together with an indication given to the CRO that this has occurred.
- 10.24 The list of possible Incident addresses/locations will be presented in order of decreasing likelihood (i.e. best matches first) based on the closeness of the match to the information provided.
- 10.25 The Supplier Solution shall display each possible Incident address/location on the GIS together with the caller location. The CRO must be able to clearly distinguish between a possible Incident address/location and the caller location.
- 10.26 The Supplier Solution shall allow the CRO to select the Incident address / location from the list of possible Incident addresses/locations presented.
- 10.27 The Supplier Solution must indicate the level of gazetteer match that has been achieved on the Incident address when a full match was not possible. For example, where it has only matched to street.
- 10.28 It must be possible for an address that has not been matched against a gazetteer record to be used as the Incident address.
- 10.29 The Supplier Solution must enable the CRO to select a point on the GIS map and retrieve the gazetteer entries closest to that point and allow the selection of one of these as the Incident location or use the grid reference of that point as the Incident location.
- 10.30 To speed up the call handling process a Fire Authority may define a unique reference number (URN) for a gazetteer record (a coded address). On reporting an Incident, the caller may pass the URN rather than the full Incident location details e.g. A URN could be passed from an alarm

handling company to identify a premises with an automatic fire alarm. The Supplier Solution shall provide a facility for the CRO to validate the URN for a gazetteer record and populate the Incident location with the corresponding details from the gazetteer record.

10.31 For each Incident, the Supplier Solution must maintain an audit trail of:

- a. Location searches initiated by the CRO;
- b. Matched location details as selected by the CRO;
- c. any changes made to the Incident location for an Incident; and
- d. the use of location Apps e.g. What 3 Words (W3W).

11. Pre-Determined Attendance (PDA) and Resource Proposal Outcomes

Pre-Determined Attendance (PDA)

- 11.1 The Supplier Solution must be able to identify and propose the appropriate Resources for a particular Incident type/location to fulfil a PDA using attributes (a quality or skill characteristic assigned to someone or something e.g. a piece of equipment or a particular skill, including Pods and Prime Movers). There must be no perceived limit to the number of attributes that can be specified within a PDA.
- 11.2 The Supplier Solution must recommend the Resources based on the Incident, what each Fire Authority needs and what is available and suitable.
- 11.3 The Supplier Solution must only present Resources with the necessary attribute(s) required that have been specified in the PDA, allowing a priority order to be assigned to attributes if required.
- 11.4 It must be clear to a CRO when looking at a Resource which attributes are available and which attributes are not available.
- 11.5 Once the Incident type and location have been confirmed, the Supplier Solution must present the Pre-Determined Attendance (PDA) which will guide the CRO as to the number and type of Resources that are required to attend the given type of Incident and/or location.
- 11.6 The recommended attendance proposed by the Supplier Solution is determined by the location and the current availability of Resources. The current location of a Resource may be determined by Automatic Vehicle Location System (AVLS) within the Supplier Solution and the routing algorithm must determine which is the quickest and most appropriate response to the Incident.

Creating and Editing PDAs

- 11.7 The Supplier Solution must provide a simple and intuitive facility for a restricted set of Fire Authority Authorised Personnel to view, amend, create, and delete PDAs.
- 11.8 The Supplier Solution must provide the facility to update several PDAs simultaneously (e.g. a change to an appliance type that could affect PDAs).

- 11.9 The Supplier Solution must allow PDAs to be based upon the following parameters as a minimum; Incident type, location, time of day, Hazard Area/Polygon area on the GIS, access points, action list, property, or any combination of these and identify Resources by type, skill set or equipment.
- 11.10 The Supplier Solution must allow for a PDA to be enabled/disabled by Fire Authority Authorised Personnel and allow for entry of last reviewed date.
- 11.11 The Supplier Solution must provide the facility for Fire Authority Authorised Personnel to search for a specific PDA using the following parameters as a minimum; Resources assigned to the PDA, Address/Location assigned to the PDA, Incident type associated with the PDA.
- 11.12 The Supplier Solution must be able to recognise and facilitate OTB Resource Call Signs and locations and allow them to be proposed within the PDA along with the home Fire Authority Resources.

Resource Proposal

- 11.13 The Supplier Solution must clearly display the relevant Resources in the least number of steps by the CRO, proposing appropriate Resources based on those specified in the PDA for the Incident type, location, time of day, Hazard Area/Polygon area on the GIS, access points, action list or any combination of these, considering the current location of all available Resources and road network limitations.
- 11.14 The Supplier Solution must display a configurable number of alternative Resources for the CRO that, as a minimum:
 - a. Meets the requirements of the PDA proposed, and clearly indicates that they are alternative Resources which may be selected;
 - b. Enable the CRO to change the proposed Resources, including the addition or reduction of Resources to be mobilised; and
 - c. Displays by type, for example, Pumping Appliance, Special Appliance or Officer which can be clearly differentiated by the CRO.
- 11.15 The Supplier Solution must have the facility to enter a delayed response time on all Resources individually and take this time into account when calculating the time to an Incident for that Resource.
- 11.16 The Supplier Solution must indicate if there are any remarks or notes against a Resource and have the facility for a CRO to view those remarks, prior to mobilising. The acknowledgement of such remarks by the CRO must be auditable by the Authority.
- 11.17 The Supplier Solution must display both proposed Resources and alternative Resources showing remarks, notes, both time and distance along with the status of the appliance, with the quickest listed first, based on the last known location. This calculation shall include any time weighting added to the Resource.
- 11.18 The Supplier Solution must propose the most appropriate Resources using road speed, turn

out times, road networks and routing and the proposal must be logged within the Incident.

11.19 When proposing Resources, the Supplier Solution must:

- a. Clearly identify a Resource that is required to fulfil a specific function on the proposal, e.g. command support;
- b. Clearly identify any Resources that are booked as Crew Deficient, BA Deficient or Alternate/Shared Crewed, etc;
- c. Clearly display the required attendance for the PDA e.g. 2 pumps, 1 aerial;
- d. Indicate if the PDA/response cannot be fulfilled and indicate what aspect of the resourcing is deficient;
- e. Automatically refresh the proposal and alternative Resources if the status of a Resource changes;
- f. Allow manual refresh of a proposal;
- g. Allow the CRO to reassign/reassemble the proposed Resources by removing, replacing, or adding Resources to a PDA at the initial time of mobilising and not as a separate action; and
- h. Group response appliances together, such as Pumps, ALPS and a list of PDAs associated to the Incident type.

11.20 The Supplier Solution shall propose the quickest (by travel time) and most appropriate Resources fulfilling the criteria of the PDA considering the following:

- a. Availability (current status) of Resources;
- b. Alternate/shared crewing restrictions;
- c. Current location of Resources (using AVLS feed where available);
- d. Delayed turnout associated with:
 - crew type;
 - availability (status);
 - Specific Resource;
- e. Travel time to the Incident of Resources;
- f. Priority of the attributes making up the PDA;
- g. Nearest appropriate Resources to attend irrespective of Fire Authority boundaries within the Authority jurisdiction for life critical Incidents and for Resource attributes configurable by the Authority;
- h. Resources may be redirected from non-life critical Incidents to life critical Incidents configurable by Priority;

- i. Nearest appropriate Resources from the Fire Authority in which the Incident is located to attend non-life critical Incidents (subject to mutual assistance (Section 13 & Section 16) agreements between Fire Authorities);
- j. Fire Authority business rules:
 - Co-located Resources with attributes meeting the PDA;
 - Required role of officer in charge (e.g. CM, WM) requirements;
 - Number of crew; and
 - Mutual assistance (Section 13 & section 16) agreements between Fire Authorities (within and outside of the jurisdiction of the Authority).
- k. Optimise use of Resources e.g.
 - Propose the fewest Resources that meet all the PDA criteria and rules;
 - Where the officer role requirement cannot be made up from the nearest appliances, then propose nearest appliances and nearest mobile officer that meets the minimum officer role requirement of the PDA;
 - Maximum travel time allowed for each Resource type configured in the PDA; and
 - Prioritise 'own station' Resources for configured Incident types relative to Incident location.
- l. The definition of life-critical /non-life critical Incident must be configurable by the Authority by Incident type.

11.21 The Supplier Solution must allow a CRO to assign and mobilise a mixture of Resource types within a Resource proposal, i.e. both Appliances and Officers.

11.22 The Supplier Solution shall continue to calculate if there is any Resource that becomes available that can arrive at the Incident more quickly than the response already mobilised and provide a prompt if this is identified, until arrival of the full response.

11.23 Where there is more than one appliance at the same station the Fire Authority must be able to decide the order in which they are proposed and configure the system accordingly.

11.24 The Supplier Solution must allow a CRO to mobilise some of the appliances offered. If the CRO chooses to do this then a warning must be displayed to let the CRO know that they have not mobilised the recommended number of Resources.

Travel Time Calculation

11.25 When calculating the travel time for a Resource from its current location to the Incident, the Supplier Solution shall consider the actual road network including road speed by road classification, vehicle height, width, weight, prevailing real-time road/traffic conditions and any temporary or permanent road restrictions.

11.26 Where one or more Resources are located at the same location e.g. at a fire station, in attendance at an Incident then they are to be considered equally near for the purpose of calculating travel times to an Incident.

Pods and Prime Movers

- 11.27 Prime Movers are trucks with a mounted hook loading system. It delivers tows a non-mobile specialist unit (Pod) which is a variety of module containers, for example a decontamination unit.
- 11.28 The Supplier Solution shall support the transportation and delivery of Pods by prime movers to Incidents and shall propose prime movers and Pods to be mobilised to Incidents considering the locations of the prime movers and Pods and associated travel times at the time of Resource proposal.
- 11.29 The Supplier Solution must also consider:
- a. Which Pods can be carried by which prime movers;
 - b. The combination of Pods that a prime mover can carry simultaneously;
 - c. If the pod(s) is currently on or off a prime mover;
 - d. The time required to unload / load pod(s) onto / off a prime mover; and
 - e. That the prime mover may need to make more than one journey to transport the required Pods to the Incident.

Deployment Points (Access Points and Split Attendance)

- 11.30 The Supplier Solution shall enable the Authority to pre-define and configure when two or more Deployment Points are required to be attended at a single Incident due to the location/type of the Incident. For example:
- a. Both ends of a railway/road tunnel;
 - b. Both carriageways of a motorway (or a trunk road with motorway characteristics).
 - c. Each side of a river;
 - d. Part of a pre-defined plan for a location for example a fire in a shopping centre with multiple access points;
 - e. Emergency vehicle only access points; and
 - f. Rendezvous points at junctions either side of a motorway Incident.
- 11.31 The Supplier Solution must allow the Authority to configure the PDA appropriate for each Deployment Point in the context of the Incident location/type.
- 11.32 The Supplier Solution shall enable the Authority to configure which Incident types require multiple attendances. For example, a location that would normally attract an attendance to multiple Deployment Points for a fire may only require a Resource to be proposed for a single access point for a person shut in lift. The Supplier Solution shall enable the Authority to configure which Deployment Point shall be attended when this applies.

- 11.33 If an Incident requires an attendance at one or more Deployment Points the Supplier Solution must propose the nearest (by travel time), most appropriate Resource(s) for each access point to the Incident and present these to the CRO in a clearly distinguishable way.
- 11.34 The Supplier Solution must:
- a. Present each Deployment Point in a priority order (with highest priority first);
 - b. Calculate the Resource proposal in a priority order (highest priority Deployment Point first, to ensure that the highest priority Deployment Point gets the nearest most appropriate Resources);
 - c. Allow a CRO to move Resources between Deployment Points prior to mobilisation;
 - d. Display the Incident location and the Deployment Points on the GIS in a clearly distinguishable way; and
 - e. Enable mobilisation of Resources to take place at the same time to all Deployment Points for a single Incident.
- 11.35 Once Resources have been mobilised to an Incident with Deployment Points, and a CRO subsequently views that Incident then the Supplier Solution must display the Deployment Points and the Resources mobilised to each of them in a clearly identifiable way.
- 11.36 A Resource should not be proposed for more than one Deployment Point associated to an Incident.
- 11.37 To support large scale/major Incidents, it must be possible for a CRO to create ad hoc secondary Deployment Points associated with a master Incident.
- 11.38 It must be possible to either use the pre-defined PDA, action lists etc. for the Deployment Point, or to manually select alternatives and mobilise Resources to those Deployment Points.
- 11.39 Any updates/messages received from a Deployment Point must be recorded on the master Incident log, clearly identifying which Deployment Point and resource the message originated from.
- 11.40 It must be clearly visible to a CRO, which Resources are assigned to the master Incident and each of the Deployment Points and the CRO must be able to easily move Resources from one Deployment Point to another or to the master Incident location.
- 11.41 A CRO must be able to easily move Resources from one Deployment Point to another or to the master Incident location.
- 11.42 A mobilising message must be sent to a Resource to clearly indicate where they are relocating to.
- 11.43 The Supplier Solution shall automatically allocate the same Incident Talkgroup to the master Incident and its Deployment Points sending DGNA messages to all mobilised Resources.

Immediate Building Evacuation (IBE)

- 11.44 The Supplier Solution must offer innovative options to recording, managing, and communicating information with the Incident commander and/or buddy control rooms including details of callers requiring rescue, evacuation advice given etc.
- 11.45 Fire Authority may develop/adopt their own Fire Survival Guidance applications for use at the Incident ground that may require integration with the Supplier Solution.

12. Incident Management

Incident Management – General

- 12.1 Where it has been assessed at an Incident that additional Resources are required to deal with an Incident an assistance message will be sent from the Incident.

Third Party Contact Details

- 12.2 For Incident types or locations that do not require mobilisation of Fire Authority Resources managed by the Authority, the Supplier Solution must provide the CRO with advice and/or contact details of other services or agencies, specific to the Incident type and location of the Incident, which may be given to the caller.

Collaborative Working

- 12.3 The Supplier Solution must allow concurrent use (otherwise referred to as collaborative working). Examples of collaborative working include:
- a. One CRO creating an Incident and another CRO taking over and mobilising to that Incident;
 - b. Several CROs working together to work through the actions within an action list;
 - c. Several CROs working together to mobilise the Resources required in response to an assistance message;
 - d. Several CROs working together to respond to RTS/PRTS requests; and
 - e. Several CROs working together to accept and act on messages received from Resources.
- 12.4 The Supplier Solution must support the Authority to manage Incidents in a multi-user environment, allowing concurrent access to information and allowing CROs to work collaboratively to manage an Incident as further set out in section 12.3 above. This includes Mobilisation, Update of Incident details, Completing of actions in action lists, etc.

Additional Resources

- 12.5 The additional Resource or 'make-up' function in the Supplier Solution must allow a CRO to enter multiple generic, specific Resource types and Attributes for Mobilisation to occur in one action e.g. make pumps five (5), aerials one (1), hazmat Officers two (2).

- 12.6 The Supplier Solution shall have the functionality to allow a make-up message to be received from MDTs or other forms of digital device.
- 12.7 The 'make-up' function in the Supplier Solution must allow a CRO to enter a reason for the increase in Resources e.g. for BA, which must be sent on the mobilising message at the time of mobilising.
- 12.8 Once the request for additional Resources has been initiated, the Supplier Solution must propose the quickest and most appropriate additional Resource types and attributes to fulfil the make-up request, within no more than two (2) seconds per Resource type/attribute of the request being initiated.
- 12.9 On proposing Resources for a make-up, the Supplier Solution must include in the calculation those Resources that have already been mobilised to the Incident e.g. make pumps five (5) with two (2) pumps already mobilised, the Supplier Solution must propose an additional three (3) pumps. The Supplier Solution shall also exclude certain pumps where they have been mobilised as specialist support crews.
- 12.10 When proposing additional Resources, the Supplier Solution must:
- a. Clearly identify a Resource that is required to fulfil a specific function on the proposal, e.g. command support;
 - b. Clearly identify any Resources that are booked as Crew Deficient, BA Deficient or Alternate/shared Crewed;
 - c. Clearly display the required attendance for the PDA e.g. two (2) pumps, one (1) aerial;
 - d. Indicate if the PDA/response cannot be fulfilled and indicate what aspect of the resourcing is deficient;
 - e. Automatically refresh the proposal and alternative Resources if the status of a Resource changes;
 - f. Can manually refresh proposal;
 - g. Allow the CRO to reassign/reassemble the proposed Resources by removing, replacing, or adding Resources to a PDA at the initial time of mobilising and not as a separate action; and
 - h. Group response appliances together, such as Pumps, ALPS and a list of PDAs associated to the Incident type.
- 12.11 The Supplier Solution must provide the function for a CRO to allocate pre-defined roles to Resources at an Incident e.g. Incident command vehicle, Incident commander, hazmat, command support.
- 12.12 The Supplier Solution must alert a CRO of additional Action Prompt items generated when additional mobilisation is carried out e.g. make pumps five (5).
- 12.13 The Supplier Solution must record all Supplier Solution and CRO actions associated with

mobilising additional Resources on the Incident Record.

Reassigning Resources

- 12.14 There are occasions when a Resource en-route to a low-risk Incident (such as a small fire in the open) may end up being the closest Resource to an Incident where there is serious risk to life or property when the call comes in. The Supplier Solution proposal must include Resources that have been ordered or en-route to another Incident of an equal or lower grade clearly displaying if this is the case.
- 12.15 When a Resource is reassigned to another Incident the Supplier Solution must present a warning to the CRO, and request confirmation from the CRO to proceed.
- 12.16 Where the Supplier Solution offers Resources mobilised to another Incident of an equal or lower priority, it must have a structured mechanism to support the CRO to replace the Resource on the original Incident.

13 Resource Management

Resource Management – General

- 13.1 The Supplier Solution must allow the CRO to manage the mobilisation of all relevant Fire Authority assets.
- 13.2 The Fire Authorities will require adequate Incident cover to be maintained in terms of appliance and officer availability when there are many Incidents being attended and/or a shortage of Resources.
- 13.3 Reliefs can be requested from the Incident or initiated by the Authority and may be:
 - a. Required immediately;
 - b. Pre-planned and required in the future for both protracted Incidents and crew shift change.

Resource Attributes

- 13.4 The Authority must be able to configure the set of Resource attributes to be used in the definition of PDAs. The attributes will allow the capabilities of a Resource to be defined in terms of:
 - a. Operational capability;
 - b. Equipment carried;
 - c. Crew specialist role;
 - d. Officer role;
 - e. Officer skills/qualifications;

- f. Officer duty;
 - g. Support crew; and
 - h. Number of Crew.
- 13.5 It must be possible for the Authority to configure a group of attributes as a 'unit', for example a water Incident unit which may consist of a boat, support pump and specialist crew including the ability to configure the attributes to be associated with each Resource.
- 13.6 The Supplier Solution shall enable the Authority to configure if a specified attribute shall be treated as the only attribute or the primary attribute to be used by a Resource when required to meet a PDA. For example, when a Resource is specified for a specialist role that would preclude it from undertaking any other specialist role / duty at an Incident.
- 13.7 The Supplier Solution shall enable the Authority to configure the maximum travel time for a specified attribute for a Resource that fulfils that attribute in a PDA to be considered for proposal. For example, this could be used to prevent the Supplier Solution automatically proposing a special appliance to attend an Incident where its travel time would be excessive and therefore an inappropriate proposal.

Mobilising Resources

- 13.8 The Supplier Solution shall automatically determine the method by which a Resource is mobilised reflecting the Resources capability to receive information at any given time and in accordance with the Resource’s status, location, and preferred contact method. For a Resource that has multiple primary contacts the mobilising message must be sent to all the contacts simultaneously.
- 13.9 For those Resources that cannot be mobilised automatically by the Supplier Solution i.e. those with a verbal contact method, the Supplier Solution must present these Resources together with their contact details, to enable the CRO to mobilise those Resources verbally.
- 13.10 Following mobilisation, a Resource’s status is updated automatically by the Supplier Solution to reflect that it is now assigned to the Incident or standby.
- 13.11 If a Resource has On Call crew that are already at a fire station (e.g. drill night) then it must be possible for the Authority to configure whether to activate the alerters for that crew, when mobilising that Resource from the fire station.
- 13.12 If an appliance is at a fire station, then the mobilising message must also be sent to the station end equipment of the fire station in which the Resource is currently located.
- 13.13 The Supplier Solution must support several different formats for turn out methods and allow Authorised Personnel to configure the content of a turnout method by communication device including but not limited to:
- a. MDT;
 - b. Station turn-out Printer;

- c. Pager;
 - d. Mobile phones (including Smartphones);
 - e. Airwave/ESN devices;
 - f. Mobile applications;
 - g. Commercially available navigation devices;
 - h. Alerters; and
 - i. Voice.
- 13.14 The Supplier Solution must be able to alert the appropriate On Call crew for a Resource (where the Fire Authority alerting technology in use allows) by:
- a. All On Call fire-fighters at a fire-station;
 - b. Individual On Call fire-fighter; or
 - c. A group of On Call fire-fighters at a fire-station (it is possible to have two or more groups of On Call fire-fighters at a fire-station each of which can be alerted separately).
- 13.15 The Supplier Solution must allow the Authority to configure the default data bearer and the order in which other bearers must be used in the event of bearer failure, for each type of destination device within each Fire Authority.
- 13.16 The Supplier Solution must provide resilience and automatic routing in case of failure of an individual bearer.
- 13.17 The Supplier Solution must detect any failure of message transmission/receipt and/or failure of a station end peripheral and alert the CROs of any failures together with details of the failure, the Incident, and the Resource, including contact details.
- 13.18 The Supplier Solution shall audit the success or failure of the delivery/receipt of a mobilising message on the Incident log or standby log, as appropriate.
- 13.19 The mobilisation message must be capable of including the following information (as a minimum but not limited to) and self-populating where available:
- a. Incident number;
 - b. Incident type;
 - c. Caller's details/telephone number or identification e.g. Police;
 - d. Date and time of call;
 - e. Date and time of mobilisation;

- f. Incident address / location / county including post code;
 - g. Map reference information;
 - h. Additional Incident information captured during call taking (free text);
 - i. 'Out of Fire Authority area' notification;
 - j. Incident Talkgroup;
 - k. Any risk / hazard information associated with the location e.g. oxygen cylinders at this premise;
 - l. Any address / location information e.g. door codes, access points, Rendezvous Points associated with the gazetteer record;
 - m. Callsigns of mobilised Resources;
 - n. Details of specific access points e.g. motorway junctions against assigned Resources;
 - o. Reason for make-up/ relief/ standby; and
 - p. What3Words.
- 13.20 The layout and content of the mobilising message for each type of destination device shall be configurable by the Authority for each Fire Authority.
- 13.21 If an Incident requires Resource(s) to attend at one (1) or more Deployment Point, then the mobilising message must clearly indicate which Resource(s) are to attend each Deployment Point.
- 13.22 In the case of prime movers and Pods, the mobilising message must state where each prime mover must proceed to, to collect its assigned pod(s).
- 13.23 The Supplier Solution must record the content of a mobilising message so that the Authority can audit the details at a later date.
- 13.24 All mobilised Resources must be clearly identified as such to CROs and must be configurable through use of colour and/or other means when the Resource (or details of the Resource) are displayed in the Supplier Solution.
- 13.25 It must be possible for a CRO to manually assign/mobilise any Resource to an Incident.
- 13.26 The following events associated with mobilising Resources must be recorded (date, time, Callsign, remarks) on the Incident and Resource history log:
- a. Mobilisation (including mobilisation method, location);
 - b. Mobile to Incident;
 - c. In attendance; and

- d. Book away from Incident.

Manage Resource Availability

- 13.27 The Supplier Solution must allow Resource availability details to be captured for wholetime crews, On Call crews and officers by:
- a. Using an Application Programming Interface (API) between existing Fire Authority availability systems and the Supplier Solution;
 - b. Using an Application Programming Interface (API) between existing Fire Authority MDT gateways and the Supplier Solution; and
 - c. Manual entry by a CRO.
- 13.28 In the event of a third-party interface becoming unavailable it must not prevent mobilising.
- 13.29 Once a Resource changes status within the Resource Availability System, the API must automatically update the status of that Resource within the mobilising Supplier Solution without delay.

Manage Appliance Availability

- 13.30 The Supplier Solution must allow Fire Authorities to register the availability of their appliances at the start of a shift and on an ad hoc basis. As a minimum, for each appliance, the Supplier Solution must capture:
- a. Availability;
 - b. Role of officer in charge (e.g. CM, WM);
 - c. Crew type (e.g. wholetime, retained);
 - d. Number of riders; and
 - e. Attributes (appliance/crew)
- 13.31 The Supplier Solution must allow appliances with crews to update their availability via the MDT or any other form of electronic/digital device, when en-route to an Incident, including:
- a. Officer in charge role (e.g. CM, WM) and name; and
 - b. Rider details.

Resource Location (including Automatic Vehicle Location System (AVLS))

- 13.32 The Supplier Solution must consume Automatic Vehicle Location Solution (AVLS) from mobile data devices for both the officers and the pumps e.g. MDT's, Airwave Radios, Smartphones, Satellite Navigation devices, and other commercially available navigation devices to calculate the quickest response to an Incident in as close to real time as possible.

- 13.33 The Supplier Solution must be able to receive AVLS updates at varying preconfigured interval rates which may vary for each status type.
- 13.34 Loss of AVLS feed for Resources must be reported by the Supplier Solution so appropriate remedial action can be taken and where AVLS data is not available the Supplier Solution must use the last known or reported location when calculating the quickest response to an Incident, ideally providing a confidence value and date/time stamp to the CRO.
- 13.35 The Supplier Solution must allow AVLS data to be stored for later retrieval and analysis.
- 13.36 The Supplier Solution must also allow a CRO to track Resource location and status as they travel.

Alternate/Shared Crewing

- 13.37 The Supplier Solution shall enable the Authority to support Fire Authority ability to apply a range of complex crewing arrangement, i.e. two (2) or more appliances sharing the same crew, or two (2) or more appliances at different base stations sharing crews.
- 13.38 Where two (2) or more Resources are alternately crewed, the Supplier Solution shall not propose more than one (1) of the Resources for the same Incident.

Manage Officer Availability

- 13.39 The Supplier Solution must interface with all the Fire Authority Resource availability systems, updating details in real-time, including but not limited to skills, roles, availability, attributes, and specialist duties for their shift.

Maintaining Operational Cover

- 13.40 The Supplier Solution shall provide the means to support CROs to make consistent decisions about making appliance standby moves when there is a high volume of Incidents and/or restricted appliance availability in high-risk areas by utilising decision support tools, including but not limited to any dynamic Fire Authority Coverage Tool.
- 13.41 In cases where a Fire Authority does not currently have a dynamic Coverage Tool, the Supplier Solution shall provide a facility for the Authority to define minimum cover in terms of the number of available:
 - a. Resource types;
 - b. Appliance attributes;
 - c. Officer attributes;
 - d. Officer role;

Depending on:

- e. Geographical area;
- f. Date/time range;
- g. Length of time identified areas may be below minimum cover;

The geographical areas for monitoring Resource coverage must be configurable, including but not limited to:

- a. Existing boundaries (e.g. NW Region, FRS, command area, station area); and
- b. A Hazard Area / Polygon defined by the Authority.

Standby Moves

- 13.42 The Supplier Solution shall support the requirement to maintain operational cover and enable the mobilising of Resources to standby allow a CRO to identify a location (which may or may not include a fire station) to receive a standby including a free text reason for the standby.
- 13.43 If the standby is required because of an Incident, then the CRO must be able to associate and cross-reference the standby move against the Incident and vice-versa.
- 13.44 The Supplier Solution must provide the facility for the Authority to configure individual Resources as not normally to be used for standby moves including the ability to identify available Resources for the standby based on travel time from the current location of the Resource to the standby location, indicating any Resources not normally to be used for standby.
- 13.45 The CRO must also be able to quickly select and mobilise any Resource(s) to standby at any fire station irrespective of travel time.
- 13.46 The Supplier Solution shall mobilise those selected Resources to their standby by sending a standby mobilising message to each Resource and station end equipment if applicable.
- 13.47 A standby mobilising message must be clearly distinguishable from an Incident or relief mobilising message. A standby mobilising message must include:
- a. Date/time of mobilisation;
 - b. Standby location (which may or may not include a fire station);
 - c. Address of standby location (which may or may not include a fire station); and
 - d. Reason for the standby.
- 13.48 The content and format of a standby mobilisation message must be configurable by the Authority.
- 13.49 The Supplier Solution shall identify when a Resource deployed to another location is no longer

required to standby and shall have the facility to send a message to a Resource when the Resource is no longer required to standby. When the standby move is no longer required, an alert must be generated to instruct the CRO to cancel the standby.

- 13.50 The following events associated with mobilising Resources to standby must be recorded (date, time, Callsign) on the standby log and Resource history log:
- a. Resource Callsign;
 - b. Standby location of the Resource;
 - c. Standby reason;
 - d. Mobilise date/time;
 - e. Mobilisation (including mobilisation method, location);
 - f. Mobile to Standby;
 - g. Arrives at Standby;
 - h. Leaves Standby; and
 - i. Standby status updates.

Standby List

- 13.51 The CRO must be able to display a summary list of standby moves including as a minimum, the following information:
- a. Standby identity;
 - b. Date and time of standby;
 - c. Identity of the CRO who created standby;
 - d. Standby location (which may or may not include a fire station);
 - e. Fire Authority area within which the standby is located;
 - f. Callsign(s) currently on standby; and
 - g. Status (Open/Closed).
- 13.52 The Supplier Solution shall allow a CRO to search and filter the standby list based on values within any of the displayed columns and to sort the standby list based on the values within any of the displayed columns.
- 13.53 The standby list must be automatically refreshed when any of the associated standby data is updated, and it must be possible to select a standby and retrieve all its details and amend them.

13.54 The Authority must be able to configure the columns to be displayed within a standby list and the Supplier Solution must display the current location of the listed standbys on the GIS map.

Resource List

13.55 The Supplier Solution shall display as a minimum, the following details within the officer and appliance list:

- a. Callsign;
- b. Appliance type;
- c. Status;
- d. Current contact method;
- e. Current Talk Group allocation;
- f. Incident ID;
- g. Base station;
- h. Officer in charge name;
- i. Rank of officer in charge (e.g. CM, WM);
- j. Number of riders;
- k. Crewing type;
- l. Watch;
- m. Current location;
- n. Notes field for Resource;
- o. Attributes;
- p. Crew skills; and
- q. Alerter Group.

13.56 The Supplier Solution shall allow a CRO to display a list of officers.

13.57 The Supplier Solution shall allow a CRO to search and filter the Resource lists based on values within any of the displayed columns and to sort the Resource lists based on the values within any of the displayed columns.

13.58 The Resource lists must be able to be automatically refreshed when any of the associated Resource data is updated in the Supplier Solution and it must be possible to select a Resource,

retrieve its details and amend them.

- 13.59 From a Resource list or Resource record it must be possible to automatically initiate a voice call using the appropriate contact method, dependant on the status, location, and preferred contact method of the Resource.

Resource History

- 13.60 The Supplier Solution must maintain a Resource history log that must audit all changes to a Resource's:

- a. Status;
- b. Contact method;
- c. Location (including AVLS);
- d. Attributes;
- e. Remarks or notes;
- f. Role and name of officer in charge; and
- g. Number of Riders;

Additionally, the following events must also be audited:

- a. Mobilisations (Incident, relief and standby);
- b. Messages sent from a Resource;
- c. Communication via the contacts directory; and
- d. ICCS call logging data.

14 Emergency Call Operating Capacity – Major Events/Incidents

- 14.1 The level and rate of calls received by the Authority changes daily, weekly, and monthly and seasonally in response to emerging Incidents and risks. On an annual basis there are also major events which affect call volumes, such as sporting events, carnivals, or local disturbances.
- 14.2 The Supplier shall plan for and accommodate both minor spikes and major spikes in calls as normal business and shall ensure that the Supplier Solution can continue to operate under increased call volumes.
- 14.3 The Supplier Solution shall enable the Authority and the Fire Authorities to regularly update the way they respond to different types of Incidents and the way that the Authority handles emergency calls.
- 14.4 The Supplier shall work in partnership with the Authority to quickly implement any necessary changes to the Supplier Solution because of any updates to emergency call handling, Incident

processing, mobilising, attendance, fire survival guidance or any other necessary change.

15 Call Functionality

Integrated Communication Control System (ICCS) – General

- 15.1 All Supplier Solution terminals shall be capable of providing the same functionality to individual users or groups of users, the functionality available to each user or group of users must be configurable by the Authority including layout and colour scheme.
- 15.2 All transactions at a Supplier Solution terminal must be logged with the time, date, transaction type, terminal number, and user identification.
- 15.3 All audible ICCS alerts shall be different tones to CAD alerts including a clear indication to other CROs in the control room when a CRO is currently on a call.
- 15.4 The Supplier Solution must provide the facility for a CRO to log on to all elements of the Mobilising System with a single log on action.
- 15.5 The Supplier Solution shall present appropriate warnings in the event of equipment/line/interface faults.
- 15.6 The Supplier Solution shall integrate with the Authority's administrative telephone network and must have the capacity for interfaces to:
 - a. Primary 999 circuit;
 - b. Secondary 999 circuit;
 - c. Alternate 999/Administrative circuit; and
 - d. Any other future telephone network technologies that may become available.

General Connectivity

- 15.7 The Supplier Solution must include the DGNA function which enables a CRO to dynamically change the Talkgroup on an Airwave radio terminal.

Display Screen Equipment

- 15.8 The Supplier Solution shall provide display screens (including touch screens where used) which comply with Display Screen Equipment (DSE) Regulations 1992.
- 15.9 The Supplier Solution shall have the facility to use a standard keyboard and mouse.
- 15.10 It shall be possible for users to disconnect and connect the keyboard and mouse at the desktop.
- 15.11 Where touch screens are used, it shall be possible to disable the screen for cleaning. ACD calls must not be presented to the CRO whilst this operation is active or during cleaning.

Audio

- 15.12 The Supplier Solution shall provide two (2) Headset sockets for each control room workstation for the purposes of monitoring and fallback in the event of one failing.
- 15.13 Commercially available headsets shall be provided comprising of an earpiece, microphone and where corded headsets are offered, an in line quick release connector. Where corded headsets are provided the act of a CRO disconnecting the quick release connector shall not terminate any call-in progress.
- 15.14 It shall be possible to adjust the functionality of the headset to include full operation (speech and audio monitor) and monitor only.
- 15.15 A common headset shall be used for both radio and telephone operation.
- 15.16 The Supplier Solution shall limit the audio function in accordance with the Control of Noise at Work Regulations 2005 regulation 4(1)(a) and (b) which stipulate a first action value of 80dB (A) and a peak value of 135dB (C). The headsets and audio feeds to headsets must have a facility to prevent CROs from experiencing “acoustic shock” when switching to sources which are particularly loud. All audio sources presented to the headset/speaker shall be balanced to eliminate the requirement to continually adjust the audio volume.
- 15.17 The Supplier Solution shall provide the facility to adjust headset side tone and ringing volume within a configurable range. The headset audio output shall be user adjustable over a minimum range of 20dB and a volume control be provided.
- 15.18 Each Supplier Solution terminal shall be capable of outputting audio via a speaker as well as by headset. The speaker audio volume shall be adjustable.
- 15.19 All audio sources presented to the Supplier Solution headset/speaker shall be balanced to eliminate the requirement to continually adjust the audio volume.
- 15.20 It shall be possible for the CRO to configure the routing of audio signals dependant on the type of call. For example, monitored radio audio may be configured to be routed to the speaker.
- 15.21 Each Supplier Solution terminal shall support dual-tone multi-frequency (DTMF) signalling. If outbound DTMF tones are presented to a CRO’s headset these must be lower in volume than the audio traffic so as not to cause the CRO discomfort during the dialling process.
- 15.22 Where no calls are in progress no background noise shall be generated within the Supplier Solution to be heard by the headset nor speaker.

Call Presentation – Telephony Calls

- 15.23 It shall be possible to configure the Supplier Solution to present incoming telephony calls behind a “next call” button for each line group, where the next call to be presented will be the call that has been in the highest priority queue for the longest duration and to configure the Supplier Solution to present incoming telephony calls chronologically in queues relating to each line group where CROs shall be free to select any call in any queue.
- 15.24 CROs shall be able to take the next telephony call in one (1) key press when not on another call and a maximum of two (2) key presses when on another call.

- 15.25 There shall be visual and audible indication of incoming telephony calls. The visual and audible indication shall be configurable based on line group and current activity of CROs (audible indication muted for CROs engaged on emergency calls)
- 15.26 Audible indications associated with incoming telephony calls must be configured so that the ring tones ring in phase at all Supplier Solution terminal positions and that they can be reduced to a user configurable minimum and shall be configurable to distinguish between differing incoming call priorities such as emergency and administrative calls.
- 15.27 The Supplier Solution shall be capable of accepting caller line identifier (CLI) information from the network provider.
- 15.28 The CLI for the first incoming call in a queue must be clearly displayed at the Supplier Solution terminal prior to the call being accepted and for the duration of the call.
- 15.29 The Supplier Solution shall have the ability to convert Authority configured numeric CLIs into corresponding text i.e. Cheshire Police, NW Ambulance, etc.
- 15.30 The Authority must be able to configure line group preselection for defined user roles.
- 15.31 The Authority must be able to configure which ACD queues the CRO subscribes to.

Intercom

- 15.32 The Supplier Solution shall provide an intercom facility to allow voice communication between CROs with:
 - a. a list of CROs currently logged on;
 - b. indication on the list whether a CRO is engaged on a radio, telephony, or intercom call;
 - c. the facility to order the list by position, name, or role; and
 - d. the facility to initiate an intercom call to selected CROs from the list.
- 15.33 The Supplier Solution intercom must provide a conference facility and the queuing of intercom calls shall be possible.
- 15.34 Called CROs shall receive a visual and audible indication that another CRO is waiting to speak to them.

Terminal Telephony and Radio Call Logging

- 15.35 The Supplier Solution shall record details of all user transactions, telephone, and radio calls. The Supplier Solution shall capture call data for all answered and unanswered telephone calls, radio call data for each radio Talkgroup and point to point calls, including but not limited to:
 - a. the identity of the CRO;
 - b. the identity of the ICCS terminal;

- c. line group;
- d. whether the call was incoming or outgoing;
- e. the CLI of the incoming call (if available);
- f. EISEC detail (if available);
- g. the dialled number of outgoing calls;
- h. the date and time that the call was presented;
- i. the date and time that the call was answered;
- j. the date and time that the call was cleared; and
- k. the duration of the call.

15.36 The Supplier Solution shall also consider future technology developments to ICCS and the inclusion of such enhancements during the period of the Contract.

15.37 The Supplier Solution shall automatically transfer electronic radio call data, status and data message detail and traffic logging data from the ICCS to the associated CAD Incident and Resource history log (as appropriate) for immediate user recall. It shall be possible to automatically transfer electronic telephony call data and traffic logging data from the ICCS to the associated CAD Incident and Resource history log (as appropriate) for immediate user recall.

CCI Ports

15.38 The Supplier Solution must describe how the Supplier Solution will manage the use of the CCI ports (port pooling) and any associated limitations this will present.

Talkgroup Pre-Selection

15.39 The Supplier Solution must allow Talkgroups to be pre-selected at the log-on process and the Supplier shall describe the options available to allow Talkgroup pre-selection.

15.40 Each of the CRO positions must be able to monitor any combination of those Talkgroups pre-selected at that position.

15.41 The Supplier Solution shall state the maximum number of talks groups that their Supplier Solution can simultaneously support.

15.42 The Supplier Solution shall display the Talkgroup status at any position and shall distinguish between functions selected by the CRO at that position and functions selected by a CRO at another position.

15.43 The Supplier Solution shall use a combination of text and colours to indicate Talkgroup status; these shall be configurable by the Authority.

- 15.44 The Supplier Solution shall allow Talkgroup status indication information to be displayed. This can be summarised as:
- a. Talkgroup number and terminal identity;
 - b. Monitor state (this CRO);
 - c. Selected state (this CRO);
 - d. Selected state (other CRO);
 - e. Transmitting (this CRO);
 - f. Transmitting (other CRO when selected by this CRO);
 - g. Incoming call;
 - h. Unmonitored/Unselected;
 - i. Talkgroup not available to an individual workstation; and
 - j. Active Emergency status.
- 15.45 The Supplier Solution shall indicate activity on a Talkgroup by a radio user and shall show when it is in use and by whom.
- 15.46 The Supplier Solution shall identify the Talkgroup member transmitting and their callsign.
- 15.47 The Supplier Solution shall allow a CRO to interrogate a Talkgroup to determine its current subscriber membership list, also make instantly visible the Talkgroup membership to the CRO.
- 15.48 The Supplier Solution shall display details of Talkgroup members as callsigns and must allow configurable Talkgroup pre-selection for defined user roles.

Talkgroup Select

- 15.49 The Supplier Solution shall allow the selection of a Talkgroup by a CRO which shall not preclude another CRO position from monitoring or selecting the same Talkgroup.
- 15.50 The Supplier Solution shall allow the simultaneous selection and deselection of any combination of pre-selected Talkgroups at a CRO position and must provide a 'talk permit' indication to a CRO on the selected Talkgroup to tell the CRO that the Talkgroup is ready to transmit.
- 15.51 It must not be possible for more than one CRO to simultaneously transmit on any Talkgroup. A warning must be presented to a CRO if they attempt to transmit on a Talkgroup on which another CRO is transmitting.
- 15.52 The Supplier Solution must allow for the automatic de-selection and de-monitoring of Talkgroups at the log-out process.

Talkgroup Monitor (audio)

- 15.53 The Supplier Solution shall allow each CRO position to monitor any combination of Talkgroups pre-selected at the CRO position.
- 15.54 The Supplier Solution shall present both incoming and outgoing audio paths on the monitored Talkgroup to the CRO.
- 15.55 The Supplier Solution shall ensure that the audio levels presented to a CRO for monitored Talkgroups are automatically adjusted to a similar level.
- 15.56 The Supplier Solution shall allow CROs the ability to perform a multiple de-monitor function, clearing all Talkgroups monitored at a CRO position. Other monitored Talkgroups shall remain unaffected by this operation.
- 15.57 The Supplier Solution must generate a 'Talkgroup not monitored' warning when no CRO is monitoring a particular Talkgroup.
- 15.58 The Talkgroups with a 'Talkgroup not monitored' warning enabled shall be configurable by the Authority.

Talkgroup Monitor (event)

- 15.59 The Supplier Solution shall present predefined events (e.g. emergency alarms, status update) without the audio associated with the Talkgroup being presented to the CRO with the ability to event monitor any combination of Talkgroups available from the radio service at any position.

Dynamic Group Number Assignment (DGNA)

- 15.60 The Supplier Solution shall allow DGNA or an alternative from all CRO positions which shall be configurable with a CRO's authorisation to perform DGNA from any workstation.

Aliasing (Callsign/Alpha tag)

- 15.61 The Supplier Solution shall present the radio user's terminal identity or call sign to a CRO on transmission/PTT.
- 15.62 The Supplier Solution shall use an alias (callsign) as a means of initiating a radio transmission to a radio user. The alias is a key identifier for Fire Authority Resources and is key to the routing of voice calls, status messages (including emergency calls), and short data messages.
- 15.63 The Supplier Solution must provide the capability for the Authority to delete, add or amend an alias.
- 15.64 As a Resource may have more than one radio terminal associated with it, the Supplier Solution must allow a callsign to be associated with more than one alias.
- 15.65 The Supplier Solution must provide an audit, e.g., date, time and details of the change made by a user on the Alias Database.

- 15.66 The alias database shall be made available to Authorised Personnel with the correct permissions.
- 15.67 The Supplier Solution must allow aliases for other Fire Authority Resources from outside the boundary of the Authority jurisdiction to be included and managed within the Supplier Solution.

Talk Group Identities (GSSIs)

- 15.68 The Supplier Solution shall provide a clear text alias, which shall be the same as that presented to radio users on the radio service, for each Talkgroup.

Warnings

- 15.69 The Supplier Solution shall provide the following warnings, which must be configurable by the Authority:
- a. Talkgroup not monitored;
 - b. CROs subscribing to an ACD queue falls below minimum;
 - c. Available CROs on ACD queue below minimum;
 - d. Equipment/line/interface fault; and
 - e. CRO monitor/assistance request.
- 15.70 The format of a warning (how it is displayed to CROs) and the type of CRO is communicated to (by role or availability) must be configurable.
- 15.71 Warnings not accepted within a time configured by the Authority must be automatically escalated to one or more configured CROs with audible tone for each escalation level.
- 15.72 The Supplier Solution shall enable the CRO to 'stun' a radio terminal which has been compromised.

Classes of Call Types

- 15.73 The Supplier Solution must allow the ability to configure the following characteristics of telephone calls, including:
- a. assign to a group, e.g. 999 lines, admin lines, Ex-Directory lines;
 - b. configure the queues that line groups are assigned to;
 - c. prioritise these queues;
 - d. prioritise a group within a queue;

- e. define the functionality of the groups e.g. incoming calls barred, outgoing calls barred or both ways working;
- f. define the text that is displayed for the groups and queues;
- g. define whether the group is to be included in an ACD queue, and where appropriate which ACD queue; and
- h. configure a recorded message that will be played to callers awaiting an answer and on hold on the defined lines.

15.74 The Supplier Solution shall provide the facility for the Authority to configure recorded messages that can be played to callers whilst waiting for their calls to be answered on pre-defined admin lines only.

Automatic Call Distribution (ACD) Functionality

15.75 The ACD functionality within the Supplier Solution shall be capable of being activated or deactivated according to the Authority business rules.

15.76 The ACD function shall support the following features facilities for individual operators to subscribe to one or more ACD queues and facilities for operators to suspend their ACD queues.

15.77 The Authority must be able to configure the minimum number of CROs subscribing to an ACD queue and minimum number of CROs subscribing to an ACD queue that are currently available.

15.78 The Supplier Solution must present a warning to configured CROs when the minimum number of CROs subscribing or currently available for an ACD queue falls below the minimum.

15.79 Where there are no CROs currently available (engaged in high priority telephone calls or suspended their subscription to ACD) the call must still be presented to a CRO and when required, to be queued in accordance with section 15.23-15.31 Call Presentation – Telephony Calls above.

15.80 The ACD functionality (when active) shall automatically present the next call to the position of the next available CRO subscribed to the ACD queue.

15.81 The Supplier Solution shall indicate to each CRO whether they are subscribing to the ACD queue. This indication must show the status e.g. in call wrap-up, suspended etc.

15.82 All calls delivered by the ACD function must continue to carry their original CLI information.

15.83 It must be possible for a supervisor or system manager to configure, in real time, the ACD functionality.

Outgoing Calls

15.84 The Supplier Solution shall enable CROs to initiate outgoing calls by any of the following methods:

- a. By entering the number using a screen-based keypad;
- b. By one touch dialling i.e. configured speed-dials;
- c. By selecting an entry in the contacts directory;
- d. By the selection of an action list item from the CAD;
- e. By entering the telephone number at the CRO's keyboard.

15.85 The Authority must be able to configure which telephony channels are to be used for outgoing calls from the ICCS.

15.86 Telephony channels shall include ex-directory numbers supporting a non-return path.

15.87 Where the outgoing call is indicated on the CRO's screen the full number dialled shall be indicated the CRO shall be able to make corrections whilst entering the telephone number to be dialled and shall be able to abandon calls at any stage by means of a single key press

15.88 The Supplier Solution shall include a recent numbers list showing up to at least the last ten (10) calls dialled by the CRO to allow re-dial of recent telephone numbers.

Call Hold

15.89 Each Supplier Solution terminal shall be able to place calls on hold and subsequently retrieve them.

15.90 Once a call has been put on hold, the CRO shall be able to use all Supplier Solution facilities including answering another call of the same type of call as the held call.

15.91 A CRO shall be able to select the order in which the on-hold calls are to be retrieved rather than be restricted to the same order that the calls were initially placed on hold.

15.92 Calls placed on hold shall be clearly indicated as such. The identity of the CRO that placed the call on hold shall also be clearly indicated.

15.93 Held calls shall remain visible on Supplier Solution displays until retrieved by a CRO or cleared by the caller.

15.94 Any line to which the CRO is connected shall automatically be released when the CRO or the caller terminates the call.

15.95 A CRO may not be allowed to log off whilst there are still calls on hold at the CRO position.

Call Conference

15.96 The Supplier Solution shall enable CROs to set up a conference call with a range of parties from:

- a. The Authority staff;
- b. External telephony callers; and

c. Radio users.

- 15.97 It shall be possible for the CRO who has set up a conference call to see who is connected in the call and to be able to add and delete parties as required.
- 15.98 A CRO must be able to transfer a call to other CRO within the control room, to an extension on the telephony system, to a telephone number or as a point-to-point call to an Airwave radio user.
- 15.99 The transferred call shall be indicated to the CRO as a call being transferred from another CRO rather than simply entering a queue at the destination ICCS terminal.
- 15.100 The CRO shall be able to talk to the person answering the transferred call (with the caller excluded) and then either transfer the call or re connect the caller (supervised transfer).
- 15.101 The CRO shall be able to release the call before the person answering the call has answered (unsupervised transfer).
- 15.102 An unsupervised transferred call that remains unanswered for an Authority configurable period shall be re-presented to the originating CRO.
- 15.103 A facility shall be provided at each terminal to enable the CRO to mute the microphone in a single action whilst still connected to the call.

Comfort Tone

- 15.104 The Supplier Solution shall provide a “comfort tone” to non-emergency calls placed on hold.

Monitoring Facilities

- 15.105 The Supplier Solution shall enable a CRO to monitor the voice communication of any other CRO (listen-in).
- 15.106 A visual indication shall be given to the CRO being monitored (audio and visual) including detail of the monitoring CRO(s).
- 15.107 The voice monitoring facility must be non-obtrusive and shall automatically mute the monitoring CRO's microphone.
- 15.108 Where a CRO is monitoring the voice communication of another CRO, a facility must be available to allow both CROs to communicate with one another without this being audible to the telephone/radio caller.
- 15.109 Where a CRO is monitoring the voice communication of another CRO, a facility must be available to allow the monitoring CRO to intrude on the call such that the intruding CRO's microphone is enabled and can join in the call.
- 15.110 Where a CRO is monitoring or has intruded on the voice communication of another CRO, a facility must be available to allow the monitoring/intruding CRO to seize access to and control any radio and telephony communications to which the monitored CRO is connected.

- 15.111 The monitored CRO shall be excluded from the seized communication and shall receive notification that the communication has been seized and be given detail of the CRO who has seized the communication.
- 15.112 It must be possible for a CRO to request that another CRO monitors their current communication for example if they require assistance from another CRO.

16 Radio Functionality

Call Presentation - Radio Calls

- 16.1 The presentation of all radio calls must be clearly differentiated by type. For example, - Group Call, Urgent Group Call, Standard Point to Point (Private) Calls, Priority Point to Point Voice Calls all through the ICCS Terminal
- 16.2 In normal day to day operations Talkgroups will normally be 'event monitored' rather than 'audio monitored' and a Request to Speak (RTS) protocol will be used. Resources wishing to speak to a CRO will press a key on their radio (or pump bay voice terminal) which sends the RTS etc. status to the Fire Authority. However, in certain circumstances, e.g. Interop/interagency use, it may be necessary for a Talkgroup to be audio monitored by a CRO.
- 16.3 The Supplier Solution shall provide a visual indication of an incoming call being received. The indication shall identify the calling party in terms of their Fire Authority callsign or radio ID TETRA alpha tag (where the caller is not a Fire Authority Resource)
- 16.4 Whilst the Authority does not envisage maintaining callsign vs Airwave ISSI details for Fire Authority Resources outside of the Authority area, the Supplier Solution shall identify the Fire Authority to the CRO from the ISSI range of the calling Resource.
- 16.5 The Supplier Solution must present all incoming Request to Speak (RTS), Urgent/Priority Request to Speak (URTS), Private Call (PRTS) and Priority Point to Point Calls and shall enable the priority of all the above incoming messages to be clearly recognisable to the CRO.
- 16.6 The Supplier Solution shall include the option of an audible indication of an incoming call configurable by authorised persons only.
- 16.7 The audible indication shall differentiate between radio calls with differing priorities.
- 16.8 Normally, a CRO would accept the radio call at the head of the call stack, but it must be possible for a CRO to select and accept any radio call in the call stack.
- 16.9 When a CRO accepts an incoming RTS, URTS, PRTS, Priority Point to Point call from a radio ID callsign that has been assigned to an Incident, the Supplier Solution must automatically select the corresponding Talkgroup ready for communication with the Resource and display the Incident and Resource details on the CAD ready for data entry.
- 16.10 When a CRO accepts an incoming RTS, URTS, PRTS, Priority Point to Point or telephone call from a radio ID callsign that has not been assigned to an Incident, the Supplier Solution must automatically select the corresponding Talkgroup ready for communication with the Resource

and display the Resource details on the CAD ready for data entry.

- 16.11 For a call on an incoming Talkgroup, the Supplier Solution shall allow a CRO the option of responding to the calling party by setting up a Point-to-Point call (Private Call).
- 16.12 The Supplier Solution shall allow a CRO to make a group call or Point to Point call (Private Call) to any Talkgroup or Resource in the call stack by selecting an entry in the stack.
- 16.13 A visual indication of the callsign currently transmitting on a Talkgroup must be presented to all CROs that have access to that Talkgroup.
- 16.14 The Supplier Solution must support the Authority's compliance with Multi-Agency National Operational Guidance by providing effective communications systems between agencies. This will involve easy and effective access to a range of emergency service and interoperability talk groups, national talk groups and multi-agency mutual aid talk groups.

Announcement / Broadcast Radio Call / Radio Talkgroup Patching

- 16.15 It shall be possible for a CRO to form a broadcast group by selecting all or individual Talkgroups, to form a broadcast group comprising all pre-selected Talkgroups through a single operation and to cancel the broadcast group when no longer required at which point the system shall return to the pre-broadcast workstation settings.
- 16.16 The Supplier Solution shall ensure that when Talkgroups are patched the facilities available in the individual group are available in the combined Talkgroup and there is no perceptible degradation in audio quality in the combined Talkgroup.
- 16.17 The Supplier Solution shall enable the disconnection of a combined Talkgroup from any CRO or Supervisor workstation and the ability to both de-select and de-monitor Talkgroups without removing the patch from those Talkgroups.

Out-Going Radio Calls (Talkgroup, Point to Point and Priority Point to Point Calls)

- 16.18 When a CRO wishes to make a call to a radio user, the radio user's identity shall be entered at the Supplier Solution workstation, by selecting the radio user from the contacts directory or by manually inputting the user call sign.
- 16.19 The Supplier Solution shall allow a point-to-point radio call to be cancelled at any time before the number is complete or after the number has been dialled but before the call has been answered.

Radio/Telephone Cross Connect

- 16.20 The Supplier Solution shall be able to connect any radio Talkgroup to any telephone extension to which the System has access.
- 16.21 The CRO shall be able to connect external callers to an individual radio user. The Supplier Solution shall allow a CRO to authorise and connect a telephone call to a radio user.

- 16.22 On either of the connected parties clearing down the call, the connection shall be ceased. No indication shall be provided to the CRO.

Emergency Radio Calls

- 16.23 The Supplier Solution shall provide an appropriate visual and audible warning (configurable) given to a CRO on receipt of an emergency call.
- 16.24 The Supplier Solution shall ensure that it is not possible to disable the audible warning for an incoming emergency radio call. The audible warning shall cease once the call has been acknowledged by a CRO.
- 16.25 The Supplier Solution shall keep a clear audit log of emergency activations to include as a minimum the following functionality:
- a. Resource initiating the alarm (callsign);
 - b. Time and date of the alarm;
 - c. The Talkgroup the alarm was delivered on;
 - d. The CRO acknowledging the call;
 - e. The workstation acknowledging the call;
 - f. Time and date the alarm was acknowledged; and
 - g. Location (AVLS).

17 User Functionality

Mobilising System Configuration

- 17.1 The Authority must be able to fully and manually configure the set of valid statuses that can be assigned to Resources and the rules associated with their use. Additionally, the Fire Authority' will require additional status updates options for non-mobilisation related audits, e.g. available prevention duties etc.
- 17.2 The Supplier must provide a straightforward and efficient facility for Authorised Personnel to carry out routine configuration and data updates on the Supplier Solution, which shall include, but not be limited to, the ability to:
- a. Create/amend/delete PDAs;
 - b. Create/amend/delete action lists;
 - c. Create/amend/delete Resource and station records;
 - d. Create/amend/delete attributes and associate them to Resources;

- e. Create/amend/delete users and their permissions;
- f. Create/amend/delete call handling forms to be presented at time of a call or manually attached to Incidents;
- g. Create/amend/delete Incident types;
- h. Create/amend/delete allowable status for Resources and officers;
- i. Create/amend/delete coverage plans;
- j. Create/amend/delete exclusion zones;
- k. Create/amend/delete remarks/risk information to gazetteer records; and
- l. Manage gazetteer change only updates.

Monitoring Communication Bearers and Station End Equipment

- 17.3 The Supplier Solution must provide continuous status monitoring and alerting of the equipment and communication bearers to ensure that the status is always known. This includes unsolicited peripheral status alarms reported by Fire Authority Station End Equipment (GD92 specification).

Contacts Directory

- 17.4 The Supplier Solution must provide a primary Contacts Directory used within Mobilising System. The Contacts Directory must be configurable by the Authority and include details such as Resources, personnel, Fire Authority premises and other external organisations.
- 17.5 The Contacts Directory must allow for several contact methods to be recorded for each contact and allow the preferred contact method to be determined by date/time criteria. Contact methods include e-mail, mobile phone (SMS), pager, radio, Mobile Data Terminal, Station End Equipment, etc.
- 17.6 The Supplier Solution must allow for the grouping of contacts to enable the sending of data messages to groups contacts. Contacts may belong to more than one group.
- 17.7 The Supplier Solution must allow for a contact to be identified for a particular area, e.g. the appropriate Police Force for an Incident location.
- 17.8 The Supplier Solution must provide an export facility or the Contacts Directory which could be used as a fall-back.
- 17.9 The Supplier Solution shall allow for details of all communications initiated from the Contacts Directory shall be recorded for audit purposes.

Send Message

- 17.10 The Supplier Solution must allow for the sending of data messages to single or groups of contacts.

- 17.11 The Supplier Solution shall allow for message templates and pre-defined messages to be created by the Authority which can be retrieved, amended, and sent to recipients.

Alerts

- 17.12 The Supplier Solution shall alert a CRO of anything that requires immediate attention. Alerts must be clearly visible, audible, and prioritised.
- 17.13 The Supplier Solution must enable a CRO to go from the alert quickly and easily to any associated information relevant to managing the alert.
- 17.14 The Supplier Solution must allow a CRO to acknowledge or mark an alert as complete.
- 17.15 All actions carried out in response to an alert shall be recorded.

Reminders

- 17.16 The Supplier Solution must allow for a CRO to configure reminders and for reminders to trigger at the specified date/time and frequency.

Reference Information Files

- 17.17 The Supplier Solution must provide the Authority the facility to configure reference information files which may contain The Authority or Fire Authority specific operating procedures, risk information, major Incident plans etc. The reference information must be indexed and searchable so that information can be found quickly and efficiently by a CRO.

Time source and format

- 17.18 All sub-systems within the Supplier Solution must be synchronised with an external reference clock source to give a consistent and accurate time reference for audit logs.
- 17.19 Data entry and displays for dates and times must be in a standard format which is consistent across the Supplier Solution and consistent with standard UK practice, including but not limited to ddmmyyyy, HH:MM:SS.
- 17.20 The Supplier Solution shall maintain the correct chronological order for audited events over BST/GMT changeover.

Audit Log

- 17.21 The Supplier Solution shall provide a comprehensive audit log of all events and actions, including a record of all actions carried out by the CRO, along with details of all data changes.
- 17.22 The Supplier Solution must allow the audit log to be searched, reportable, filtered, and exportable as required.
- 17.23 The Supplier Solution shall record the Incident history log, including Incident related events,

actions, and data changes.

Monitoring of another CRO

17.24 The Supplier Solution must provide the ability for Authorised Personnel to view and/or take control of another CROs workstation. Where this takes place, the Supplier Solution must indicate to a CRO that their screen is being monitored/taken over.

Printing Facilities

17.25 The Supplier Solution must provide comprehensive printing facilities to allow printing of any information held within the Supplier Solution, including but not limited to:

- a. Incident detail;
 - b. Incident history log;
 - c. Incident List;
 - d. Incident queue;
 - e. Resource list;
 - f. Resource detail;
 - g. Resource history;
 - h. GIS data (maps, overlays);
 - i. Action list;
 - j. Contacts directory;
 - k. Gazetteer;
 - l. Audit log;
 - m. Screen capture; and
 - n. Highlighted text (e.g. section of an Incident history log).
- 17.26 The Supplier Solution must prepare the information to be printed into a printer friendly format to ensure that printed information can be easily read and interpreted, sized to fit the page, and that no information is truncated, including but not limited to:
- a. Target printing device;
 - b. Orientation (landscape/portrait);
 - c. Font Size;

- d. Paper Size (e.g. A4/A3);
- e. Colour;
- f. Quality;
- g. Number of copies; and
- h. Range - page range, current page, whole document).

18 Incident Record Outcomes

Implement Action List

- 18.1 The Supplier Solution shall provide the facility for the Authorised Personnel to configure action lists which detail a list of actions that a CRO must carry out in relation to an Incident.
- 18.2 It must be possible to associate Fire Authority and/or Authority specific action lists. It must be possible to associate action lists with the following:
 - a. Incident type;
 - b. Telephone Number (CLI);
 - c. Gazetteer location (e.g. premises, street, locality, town);
 - d. All gazetteer records within a configurable geographic area;
 - e. Area of special attendance; and
 - f. Planned event.
- 18.3 The Supplier Solution shall automatically present any action list based on the CLI (where possible), Incident type and/or location received during emergency call handling.
- 18.4 It must also be possible for a CRO to search for, view and select an action list and manually invoke the action list for an Incident using key words.
- 18.5 An action list could contain pre-mobilisation actions and/or post mobilisation actions. It must be possible to configure an action within an action list to be presented to the CRO prior to, or post mobilisation.
- 18.6 It must be possible to configure an action within an action list with a priority, such that actions are presented to a CRO in priority order (highest first).
- 18.7 The Supplier Solution shall ensure when the same action is associated with more than one action list that is applicable to an Incident (e.g. associated with both the Incident type and the location) there is no duplication of actions within the action list. Where there is unavoidable duplication, it must be possible for these to be grouped together to aid the CRO in completing

them.

- 18.8 It shall be possible to associate a PDA with an action list and for a CRO to invoke a Resource proposal based on this PDA as well as being able to associate a reference information file with an action and for a CRO to quickly view this by use of a hyperlink from the action to the reference information file.
- 18.9 The Supplier Solution shall allow a CRO to initiate through the action list, voice or data exchange with other emergency services, service providers/agencies pertinent to the Incident location. For example, if a CRO selects the action "Inform Police", then the Supplier Solution must automatically initiate a telephone call for the CRO, using the appropriate contact number for the Police force relevant to the Incident location and current date/time.
- 18.10 When viewing an Incident that has outstanding actions then this must be clearly indicated to the CRO. It must be possible for a CRO to update the status of an Incident action (e.g. Outstanding, Not required, Deferred, Completed, in progress, Not Applicable) and can enter a free text note against the action. It must be possible for a CRO to reset the status of an action back to 'outstanding' at any time.
- 18.11 When viewing an Incident action list, the status of each action must be clearly indicated along with any associated free text entered by the CRO and identify the CRO who last updated the action.
- 18.12 It must be possible for a CRO to defer an action for a time entered by the CRO. Once that time has elapsed, the Supplier Solution shall generate an alert to the CROs.
- 18.13 The Supplier Solution must allow CROs to work collaboratively to complete the actions within an action list for an Incident. For example, if a CRO is mobilising a PDA from an action then the action is to be immediately shown as in progress to other CROs. It shall be possible for a CRO to assign an action to another CRO.
- 18.14 During an Incident, the applicable action list could change, for example because of a change of Incident type, location. In this case the Supplier Solution shall provide options to merge the action lists and preserve the details of the completed actions and to replace the original action list with a new one.
- 18.15 All updates associated with an action list and/or actions within a list shall be recorded on the Incident.

Act on Message Received from Resource

- 18.16 The Supplier Solution must allow messages to be received verbally or electronically from a Resource including Assistance, Informative, Stop, METHANE/ETHANE and requests for Relief messages. Messages must be queued by configurable message type priority then chronologically.
- 18.17 The Supplier Solution shall record all messages on the Resource history log and against the Incident.
- 18.18 The Supplier Solution must allow a CRO to confirm receipt of a message and forward to relevant Resources.

Monitor Incident

18.19 The Supplier Solution shall monitor the status of Incidents and Resource mobilisations and clearly indicate to CROs where and when further actions need to be taken. Examples include:

- a. No Resources assigned;
- b. Resource not booked mobile/in attendance; and
- c. No Informative or Stop message received.

Stop Message Received, Resources En-Route

18.20 The Supplier Solution shall send the 'stop' message as information to the primary contact devices of the other Resources also assigned to the same Incident, including monitoring officers.

Manage Relief Duties

18.21 The Supplier Solution shall provide a configurable facility to record details of relief requests, identify suitable Resources and inform those Resources at an appropriate time. The relief mobilising message must be clearly distinguishable from any other type of mobilising message.

Officer Inform

18.22 The Supplier Solution shall provide the facility for recording officer responsibilities and for officers to be automatically informed of Incidents which are relevant to them, including but not limited to:

- a. Configure Resources to officers that the officers are responsible for
- b. Configure geographic areas to officers that the officers are responsible for
- c. Configure Incident types to officers that the officers are responsible for
- d. Areas of responsibility may include operational Resources, geographical areas, types of Incidents.

18.23 The Supplier Solution must have the flexibility to allow the Authority to configure what Incident information is sent to the officer.

18.24 If an officer is on duty, the Supplier Solution shall:

- a. Automatically inform the officer if Resources they are responsible for are mobilised, providing details of the Incident and Resources;
- b. Automatically inform the officer that an Incident has occurred within a geographic area for which they are responsible for, providing details of the Incident and Resources; and
- c. Where the officer cannot be automatically be informed by the Supplier Solution, the

Supplier Solution must prompt the CRO to inform the officer by their primary contact method.

- 18.25 The Supplier Solution shall provide a notification to a CRO for any officers who are informed, who then deploy to an Incident to, where necessary, carry out a subsequent action, e.g. inform senior Fire Authority personnel.
- 18.26 The Supplier Solution must allow notifications to an officer about a specific Incident to be stopped.

Provide Plume Model Data

- 18.27 The Supplier Solution must allow for information extracted from the Met Office Hazard Manager Service to be recorded against an Incident and sent to relevant Resources. The Supplier Solution shall allow a CRO to import and display the CHEMET (chemical meteorology) plume 'area at risk' on the GIS map as a Hazard Area/Polygon.

Manage Exclusion Zones

- 18.28 The Supplier Solution shall allow a CRO to create exclusion zones for geographic areas and associate with an Incident as required. All exclusion zones must be displayed on the GIS map.
- 18.29 The Supplier Solution must automatically notify the relevant Resources who are within, or are in proximity to, an exclusion zone.

Acknowledgement of messages sent to Resource

- 18.30 The Supplier Solution must monitor messages sent to a Resource to ensure they have been acknowledged. Where there is no acknowledgement then CROs must be made aware.
- 18.31 This configurable feature will be used by the Authority to ensure officers and appliances acknowledge receipt of messages sent by the Authority, for example:
- a. Mobilisation message;
 - b. Details of exclusion zones;
 - c. Details of road closure;
 - d. Where an officer is receiving Incident messages (See Officer Inform); and
 - e. Free text and pre-defined messages (See Send Message).

Manage Batch Mobilising

- 18.32 The Supplier Solution must allow for Incidents to be grouped (form a batch) and assign and communicate the Incidents and Incident details to nominated Resources.
- 18.33 The Supplier Solution must allow for Incidents added or removed from a batch and automatically notify the Resource(s).

- 18.34 The Supplier Solution must allow a Resource to send updates for a specific Incident within the batch that has been allocated to it.

Manage Incidents Open for Revisit/Further Inspection

- 18.35 The Supplier Solution must allow for an Incident to be marked and clearly identifiable as requiring further inspection. Details must be recorded as to the reason for the further inspection and a reminder to be generated for the appropriate date/time.
- 18.36 The Supplier Solution must allow the CRO to configure an alert to be generated at a specific date/time including free text notes entered by the CRO, against the Incident as a reminder for the revisit/further inspection.
- 18.37 The Supplier Solution shall provide Analytical Risk Assessments (ARA), which are currently created locally by the Fire Authorities, to automatically be logged against the Incident at the Authority Mobilising System level.

Tag Incident of Special Interest

- 18.38 The Supplier Solution shall allow for any open or closed Incident to be automatically and manually marked from a configurable list to indicate that it is of special interest. Example “tags” may include but is not limited to, requiring debrief, casualties, NILO, etc.
- 18.39 The Supplier Solution must allow for Incidents to be marked with multiple “tags”.
- 18.40 The Supplier Solution must allow for Incidents to be searchable by “tag”.

Incident Closure

- 18.41 The Supplier Solution shall allow for the Authority to configure rules for automatic or manual closure of Incidents, considering Incident type, attendance, stop message received, etc.
- 18.42 At any point, the Supplier Solution must allow a CRO to quickly close and classify an Incident.
- 18.43 The Supplier Solution must allow for information to be added to a closed Incident, or for the Incident to be reopened.
- 18.44 The Supplier Solution must allow a final classification to be added to an Incident for export to the current Fire Authority Incident Recording System. The Supplier Solution must remain cognisant of future technology developments related to Incident recording systems.

Late entered Incidents

- 18.45 The Supplier Solution must provide the facility to allow the retrospective creation of Incidents and associated details, e.g. following a business continuity exercise or a late report of an Incident.
- 18.46 To provide accurate information for the Fire Authorities’ Incident Recording Systems and management information systems, it must be possible for events recorded on retrospectively entered Incidents to have the actual date/time of the event recorded (rather than the

date/time entered into the Supplier Solution) including, but not limited to:

- a. Time call answered;
- b. Time call cleared;
- c. Incident creation;
- d. Resource mobilisation;
- e. Resource mobile to Incident;
- f. Resource in attendance;
- g. Resource leaves Incident;
- h. Informative message;
- i. Assistance message;
- j. Stop message;
- k. Incident Closure.

Incident Lists

18.47 The Supplier Solution must allow a CRO to display a list of open or closed Incidents. Details displayed must be configurable and allow a CRO to search, sort and filter.

18.48 Incident lists must be automatically and immediately refreshed when any of the associated Incident data is updated in the Supplier Solution.

Confidential Information

18.49 The Supplier Solution must allow for the Authority to mark Incidents, or specific comments within an Incident, as confidential and restrict access to view/update the details.

18.50 The Supplier Solution must allow for the Authority to configure which Authorised Personnel can be granted access to individual Incidents.

Readability of Incident logs

18.51 The Supplier Solution must allow for ease of readability of Incidents logs to enable a CRO to gain a situational understanding of the status of an Incident quickly and easily. The expectation is the Supplier Solution shall:

- a. provide several Incident views providing different levels of detail;
- b. Ability to search, redact and filter within a view to identify specific information; and
- c. Use of colour to highlight specific details, including informative messages, stop

messages, etc.

19 Recording and Playback

Voice Recording

- 19.1 The Supplier Solution shall provide a continuous voice recording facility at each workstation for telephone, intercom, radio traffic, including monitored radio Talkgroups.
- 19.2 All recording must be date and time stamped.

Playback

- 19.3 The Supplier Solution recording facility shall allow a CRO to search for and playback any recording in accordance with the Authority's data retention policy (seven (7) years).

Terminal Instant Playback Facility

- 19.4 Each terminal shall be provided with an instant playback facility to allow the CRO to play back the recordings taken at that or any other terminal.
- 19.5 Instant playback recording must begin on the initiation or receipt of a telephone, intercom, and point-to-point radio call, or upon receipt of voice communications on a monitored or selected Talkgroup at the terminal position.
- 19.6 Instant playback recording must cease when the call is terminated.
- 19.7 Recording of a monitored or selected Talkgroup must cease when the voice communication ends.
- 19.8 The instant playback facility shall store at least the most recent sixty (60) minutes of voice activity at terminal positions (not elapsed time).
- 19.9 It shall be possible to continue recording whilst simultaneously playing back a recorded conversation at any CRO position.
- 19.10 Any monitored conversations must be recorded at the monitoring CRO position as well as the CRO position being monitored.
- 19.11 All voice recordings must be time and date stamped.
- 19.12 The list of recordings shall be listed by terminal ID, CRO, date and time, call type, called/calling party.
- 19.13 Records shall be listed in descending date and time order i.e. the most recent recording would be presented as the first recording on the list.
- 19.14 It shall be possible to play back all voice recordings through the Supplier Solution to a third party that is currently communicating with a CRO. (E.g. Police force control rooms via telephone connections).

20 Maps, Gazetteer and GIS

Maps and Map Updates

- 20.1 The Authority's preference is that the Supplier Solution uses Ordnance Survey (OS) map products; where this occurs then the Supplier can benefit from the Authority's licence under the Public Sector Geospatial Agreement (PSGA). Note: The Authority does not pay for mapping products supplied under the PSGA and could supply mapping products to the Supplier at no charge under a PSGA contractor's licence. If the intention is to use mapping products not provided under the PSGA then the Supplier Solution shall need to have an appropriate system in place with regular updates.

Gazetteer Management

- 20.2 The Authority's preference is that the Supplier uses Ordnance Survey AddressBase products; where this occurs then the Supplier can benefit from the Authority's licence under the PSGA. Note: The Authority does not pay for AddressBase products supplied under the PSGA and could supply AddressBase products to the Supplier at no charge under a PSGA contractor's licence. If the intention is to use gazetteer products not provided under the PSGA then the Supplier Solution shall need to have an appropriate system in place with regular updates.
- 20.3 The Fire Authorities will be responsible for maintaining their own Local Only Records (LORs) in the Mobilising System. The Supplier Solution shall allow the Fire Authority Local Only Records (LORs) to be imported into the Supplier Solution gazetteer.
- 20.4 The Supplier Solution must provide gazetteer management tools and associated processes to enable the Authority to effectively maintain access to the latest gazetteer information including the ability to search without the need to create an Incident.
- 20.5 The Supplier Solution must allow the Authority the ability for the import and maintenance of their own extended data associated with gazetteer records (e.g. Fire Authority specific risk information associated with the location, key holder information, alarm centre URN), including consistency between Fire Authority gazetteers and the supplied gazetteer and updated as required.
- 20.6 The Supplier Solution will need to maintain gazetteer data from other neighbouring Fire Authority outside of the jurisdiction of the Authority and for other Fire Authority/organisations to support business continuity ('buddy') arrangements and any updating of the gazetteer must not affect the integrity, performance, or availability of the Supplier Solution live environment. The Supplier shall propose options for the ad-hoc access to a UK-wide Gazetteer and methods to access it, including but not limited to, working with those other Fire Authorities who use the same Supplier Solution, and Operation Willowbeck, for example.

Manage Road Restrictions

- 20.7 The Supplier Solution shall allow details of planned and unplanned road restriction to be captured, including but not limited to, the effective period, roads affected, speed/flow, description, and review dates; there must also be an area for free text and the ability to retrieve details of road closures by those data sets.

- 20.8 The Supplier Solution shall allow details of road closures to be cascaded to Fire Authority, fire stations and Resources as required and to allow such closure to be used to calculate travel times to Incidents to enable a CRO to determine the nearest Resources to a location.

GIS

- 20.9 The Supplier's Solution shall incorporate an integrated GIS to support the CRO in locating an Incident during Emergency Call Handling, to assist with Incident management, supporting operational personnel and to aid decision making during planned and spontaneous events.
- 20.10 The GIS must allow the Authority to manage data spatially, including but not limited to PDAs, Action Lists, contact details, minimum cover, special attendance, planned events, exclusion zones, Hazard Areas/Polygons, and location risk information.
- 20.11 The GIS shall display raster/vector mapping and address gazetteer products currently provided under the Public Sector Geospatial Agreement (PSGA) and via Ordnance Survey Open Data including the ability to define and build overlays provided by the Fire Authority or the Authority e.g. station boundaries, Fire Authority boundaries, flood plains, hydrants.
- 20.12 The GIS must provide the facility to calculate and display the route with the quickest travel time between given points on a map and the quickest point using the road network data.
- 20.13 The GIS shall provide pan, zoom in, zoom out functionality, smooth transition between mapping layers, step forward and step backward, simple navigation options and user configurable display preferences and must use a standard set of symbology (mapping symbols).
- 20.14 The GIS must present due north in a consistent direction.
- 20.15 The GIS must be able to display geo-reference plan data through transparent layers at large map scales. (i.e. it must be possible on the GIS to go from a map to a building plan by zooming in).
- 20.16 The GIS shall support split mapping to permit various viewing options including multiple areas, different scales and the map showing overlays, together with a map without overlays.
- 20.17 The Supplier Solution shall allow the Authority to configure distinguishable icons within the GIS to identify features including:
- a. Incidents e.g. Queued Incidents, possible duplicate Incidents, and possible Incident address/location (from address match);
 - b. EISEC location;
 - c. access points;
 - d. rendezvous points;
 - e. Planned events;

- f. Resources incl. Appliances by type and Officers;
 - g. Fire stations; and
 - h. Risk premises by risk type.
- 20.18 The GIS must allow the Authority to configure distinguishable overlays including, but not limited to:
- a. Queuing areas;
 - b. Exclusion zone;
 - c. Station areas;
 - d. Area of special attendance;
 - e. Planned events;
 - f. Plume; and
 - g. Minimum cover areas.
- 20.19 The Supplier Solution shall integrate with the GIS so that information/data can be exchanged and displayed including, but not be limited to caller location, Incident ID and position, rendezvous points, access points, repositioning of Incidents and assignment of Resources, Resource callsigns and their locations and status.
- 20.20 The CRO must be able to use graphical manipulation to reposition Incidents and Resources including the ability to identify/select the nearest gazetteer address or group of addresses from a user specified point or polygon on the GIS.
- 20.21 It must be possible to display map objects in their absolute geographic position and a logical representation with relative positioning where appropriate for the map object. For example, the call signs of grouped appliances at an Incident.

Maps and Map Updates

- 20.22 The Supplier Solution shall provide access to the latest version of all the mapping and gazetteer products currently provided under the Public Sector Geospatial Agreement (PSGA) and via the Ordnance Survey Open Data.
- 20.23 The Supplier Solution must include the following, but not limited to:
- a. National coverage for the following OS raster map scales:
 - 1:250,000
 - 1:50,000
 - 1:25,000
 - 1:10,000
 - b. Coverage of the jurisdiction of the Authority jurisdiction, plus 50km of the surrounding

borders for the following OS vector maps:

- OS MasterMap® Address Layer 2;
- OS MasterMap® Topography Layer;
- OS MasterMap® Highways Network; and
- OS MasterMap® Imagery Layer.

20.24 The Supplier Solution must be capable of including additional coverage for the OS MasterMap® vector products or to support business continuity ('buddy') arrangements with other Fire Authorities/organisations.

Management Information

20.25 The Supplier Solution must include a management information reporting tool for the use of the Authority and Fire Authorities to allow reporting on all data contained within the Mobilising System Solution to allow reporting on, but not limited to:

- a. Incidents;
- b. Resources;
- c. Resource movements;
- d. CRO performance; and
- e. Authority KPIs.

20.26 The reporting tool shall have the facility to create/store report templates to be run by users and allow for ad hoc and scheduled reports to be run.

20.27 The reporting tool should be flexible and scalable to include data that may become available in future development of the Mobilising System Solution.

20.28 The Supplier Solution must include a mechanism to allow Authorised Personnel to access, store or directly query all the data relating to the respective Fire Authority at a database level.

20.29 The Supplier Solution must provide the facility for the Authority and Fire Authority to:

- a. Automatically send scheduled reports to configured recipients (e.g. by email);
- b. Export reports (e.g. PDF, xlsx format); and
- c. Print reports.

Performance/Status Dashboard

20.30 The Supplier Solution shall provide a configurable dashboard showing an overview of activity levels e.g. Incident numbers by priority, available Resources, Resources status and performance data e.g. actual average time to mobilise against the ninety (90) second target time KPI, system performance such as downtime and recovery.

Management Requirements

21 Information and Data Management

Data Migration

- 21.1 The Supplier will facilitate the migration of data from existing Authority systems and implement the data entry, transformation and loading of data into the Supplier Solution.
- 21.2 The precise scope of each data set and the format of each element will be shaped in part by the technology solution procured as specific data will be necessary to support defined areas of functionality e.g. the requirement for routing data will be defined by the routing solution used by the Supplier Solution in accordance with Schedule 13 of the Contract.
- 21.3 The Supplier shall provide data extraction, transformation, load and storage tools and services for the cleansing, preparation, and manipulation of all the data that the Authority must supply for use in the Supplier Solution.
- 21.4 The Supplier shall perform all operations necessary to import all data provided by the Authority into the Supplier Solution.
- 21.5 The Supplier shall validate all data provided by the Authority at the time of load / import / entry for compliance with the Supplier Solution schema.

22 Performance Measurement

Availability

- 22.1 The Supplier Solution must have a calculated Availability of **99.95%** as further set out in Schedule 3 (Performance Levels) of the Contract.

Performance Management Requirements

- 22.2 Reporting against Performance Indicators is specified in Schedule 3 (Performance Levels) of the Contract, including the Availability of the Mobilising System Solution.
- 22.3 The Supplier Solution shall be capable of exceeding the performance requirements during periods of normal and high operational activity within both the Authority and the Fire Authority.
- 22.4 The Supplier Solution shall be tested to verify that the performance requirements can be met with a database containing the complete national premises-based gazetteer and complete national set of OS maps that are available through the Public Sector Mapping Agreement (PSGA).

23 Business Continuity and Disaster Response

Business Continuity

- 23.1 The Supplier Solution shall provide an innovative and flexible business continuity model to avoid the dependency of a single fixed fallback site and to enable a rapid expansion of (mobilising services) capability at any other location(s) determined by the Authority should this be required, as further set out in the Contract.
- 23.2 The Supplier Solution must include options for enabling home or remote working, for call handling and mobilising plus options for more positions being available at a Secondary Control location to enable all on-duty CRO's to continue to work as normal.
- 23.3 For information, the Airwave System uses a TETRA radio infrastructure which facilitates access to many Talkgroups. Desk mounted SANB Airwave radios currently provide fallback for radio communications in the event of ICCS failure. Desk mounted Cisco telephones connected to the Authority's CallManager currently provide fallback for telephone communications in the event of ICCS failure
- 23.4 The Supplier Solution must offer an automatic and seamless failover solution in the event of a critical failure of the System Solution primary functions.

Supplier Solution Road Map

- 23.5 The Supplier shall provide a product road map for the Supplier Solution to describe planned future enhancements to the Supplier Solution.
- 23.6 The Supplier Solution must fully integrate with the communications services delivered by the Emergency Services Mobile Communications Programme (ESMCP).

Obsolescence Management

- 23.7 The Supplier must provide an obsolescence management plan outlining the process of planning and implementing strategies to deal with the end of life or declining functionality of the Supplier Solution, products, components and systems.

Resilience Testing and Service Continuity

- 23.8 The Authority and Supplier will undertake resilience testing of the Supplier Solution in accordance with Schedule 26 (Service Continuity Plan and Corporate Resolution Planning) of the Contract.

24 Support and Maintenance

- 24.1 The Supplier is to provide a full support and maintenance service, including a service desk facility, three hundred and sixty-five (365) days a year, twenty-four (24) hours a day, for reactive maintenance (such as fault rectification / critical patches and bug fixes), planned improvements (such as enhancements and upgrades) and provision of new releases for all the hardware and software provided for the term of the Contract, as further set out in the

Contract.

- 24.2 Support and maintenance of the Supplier Solution is specified in Schedule 3 (Performance Levels) of the Contract, including the Availability of the Mobilising System Solution.

Organisational Changes

- 24.3 The Mobilising System Solution (and the data in it) must be configurable so that it can reflect changes from time to time in each Fire Authority's organisational and mobilising policies. The Authority must be able to conduct this configuration itself as far as possible. If the Authority needs the Supplier's assistance with the configuration, the Supplier shall provide that assistance as part of support and maintenance or, where requested by the Authority, under Schedule 22 (Change Control Procedure) of the Contract.

25 Training Requirement

- 25.1 The Supplier shall provide a Training Plan as part of the Implementation Plan as required under Schedule 13. This shall include initial competency-based training to staff identified by the Authority prior to initial implementation of the Supplier Solution, within a time period to be agreed by the Authority. The location and duration of courses shall be jointly agreed by the Supplier and the Authority. Training shall also include "train the trainer" so that Authority trainers can deliver the training to the remainder of Authority staff.

Training Environment

- 25.2 The Supplier Solution shall provide a training environment that will accurately reflect the appearance, functionality, and behaviour of the live environment, including the hardware used, throughout the Supplier Solution lifecycle.
- 25.3 The training environment must be at least logically separate and easily distinguishable by all Authorised Personnel from the live and test environments and must not compromise the confidentiality, integrity, performance, or availability of the live environment.

Staff Training

- 25.4 The Supplier shall provide initial training to Authority Control Staff and appropriate other Authority staff prior to initial implementation of the Supplier Solution, within a time to be agreed by the Authority.
- 25.5 The Supplier shall provide competency-based training to staff identified by the Authority, twenty-eight (28) days prior to major upgrades to the Supplier Solution, unless otherwise agreed. The staff are to be sufficiently trained to enable cascade training to occur. This will be with minimal impact on Control functionality.
- 25.6 Training delivered by the Supplier shall be carried out primarily at the Lingley Mere site at Warrington in Cheshire. The location and duration of courses shall be jointly agreed by the Supplier and the Authority; Authority trainers will deliver the training to the remainder of Authority staff.

- 25.7 All details of the training required shall be delivered as part of the training plan and training needs analysis as delivered in accordance with Schedule 13: Implementation Plan.

26 Testing

Test Environment

- 26.1 The Supplier Solution must provide a test environment that will accurately reflect the appearance, functionality, and behaviour of the live environment throughout the Solution lifecycle.
- 26.2 The test environment must be at least logically separate and easily distinguishable by all users from the live and training environments and must not compromise the confidentiality, integrity, performance, or availability of the live environment.
- 26.3 The test environment must integrate with FRS test environments where these are available.

Security Testing

- 26.4 Please see Schedule 5 (Security Management) of the Contract.

Testing of Communications Devices/Bearers

- 26.5 The Supplier Solution shall allow for Fire Authority communications equipment and devices to be tested. This includes Station End Equipment, On-call alerting devices, Mobile Data Terminals (MDTs) and other communications equipment and associated bearers, by the sending of test messages or signals.
- 26.6 The Supplier Solution must allow the reporting and recording of the outcome of the tests and details of any failure.
- 26.7 The Supplier Solution must allow for both automatic and manually initiated tests to be carried out.

Resilience Testing and Exercises

- 26.8 The Authority and Fire Authorities regularly test their resilience and capability to deal with contingency issues and major disasters. These tests may take the form of planning days, tabletop exercises or scenario testing which may be over a period of several days.
- 26.9 Where the resilience testing identifies an issue or issues with the Supplier Solution, the Authority will provide a copy of the report to the Supplier. The Supplier shall, where requested by the Authority, prepare a formal written Rectification Plan to satisfy the Authority that it is, or will immediately, take the necessary steps to improve future Performance and minimise risk of repeated failure.
- 26.10 Resilience testing is also considered in Schedule 26 (Service Continuity Plan and Corporate Resolution Planning) of the Contract.

Testing Procedures

- 26.11 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, the Test Plans and the Test Specifications set out in Schedule 14 (Testing Procedures) of the Contract Terms and Conditions.

Support Requirements

Support Requirements

The Supplier shall ensure the support & maintenance Services for the Mobilising System Solution (**Support Services**) meet the following requirements.

General

The Support Services must be based on the provisions set out in Schedule 4 (Standards) unless otherwise agreed by the Authority.

The Supplier shall provide the Support Services to meet all applicable requirements in the Contract, including the applicable Performance Indicators in Schedule 3 (*Performance Levels*) and the Service Continuity Services in Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*).

Technical and organisational measures

The Supplier shall set up and use the following technical and organisational measures to manage the Support Services, unless otherwise agreed by the Authority:

- CMDB (configuration management database)
- Monitoring tool
- Operations manual
- Data backup and recovery tool
- Data retention tool
- Service management plan.

Components of the Support Services

The Support Services must include the following; terms starting with a capital letter are as defined in the Contract):

- An advice and help desk facility which can be accessed via multi-channels
- An incident management service.
 - including major incidents, and producing a 'major incident' report for each Severity 1 Service Incident
- A problem management service
 - including the collection of Service Incident Tickets that relate to a common recurring fault into a single 'problem'
- A capacity management and availability service
 - monitoring the availability and capacity of the Supplier Solution and taking all reasonable actions to optimise the availability, capacity and performance of the Supplier Solution
- A release management service
 - a release policy and process for implementing a new release of any Software
- Backup handling
 - this must include twice yearly verification of the Disaster Recovery Plan in Schedule 26 (Service Continuity Plan and Corporate Resolution Planning) using backups (which must be offsite and offline; see clause 18.5)
- Change management service

- A process for dealing with changes to configurations and developments, whether or not these amount to Contract Changes or Operational Changes.
- Risk management
- Obsolescence management and technology refreshes
- Assistance with investigations and legal proceedings
- A service request catalogue
 - (Table D of Schedule 3, Annex 1, Part B (definitions))
- Meeting Target Performance Levels
 - (Schedule 3, Annex 1)
- Reports
 - Performance Monitoring Reports
 - Within 10 Working Days of the end of each Service Period
 - (para 1.2 of Part B of Schedule 3 (Performance Levels))
 - Balanced Scorecard Report
 - Within 10 Working Days of the end of each Service Period
 - (para 1.3 of Part B of Schedule 3 (Performance Levels))
 - IT Health Check reports
 - Required before Information Management System is used to Process Authority Data and every 12 months; must be provided within 10 Working Days of receipt from the CHECK Service Provider or CREST Service Provider
 - See paras 4.1, 7.1 and 7.2 of Part A of Schedule 5 (Security Management) and associated Remediation Action Plans in para 7.3.3 of Part A of Schedule 5 (Security Management)
 - See also Transparency Reports in Annex 1 of Schedule 24 (Reports and Records Provisions)
- Keeping records
 - Hours worked by Supplier Personnel (for Time & Materials Service Charges)
 - (para 2.2 of Part A of Schedule 15 (Charges and invoicing))
 - See also:
 - Records to be kept by the Supplier in Annex 2 of Schedule 24 (Reports and Records Provisions), and
 - Records to upload to the Virtual Library, in Annex 3 of Schedule 24 (Reports and Records Provisions).

Annex: Documentation required in the Contract

The Supplier shall provide the following documentation, as required in the Contract, for the Support Services:

- Quality plans
 - Due within 3 months of the Effective Date
 - (clause 6.1, Core Terms)
- Press & PR Protocol
 - Due within 5 Working Days of the Effective Date
 - (clause 22.1, Core Terms).
- Maintenance Schedule
 - The Supplier is permitted to book a maximum of 6 hours a quarter of downtime for Permitted Maintenance, and to book downtime for patching vulnerabilities
 - (para 4 (permitted maintenance) of Part A (performance indicators and service credits) of Schedule 3 (Performance Levels))
- Security Management Plan
 - Due within 20 Working Days of the date of the Contract
 - (para 4.4 of Part A of Schedule 5 (Security Management))
- Service Continuity Plan
 - Due within 40 Working Days of the Effective Date
 - Includes:
 - Part A – general principles of Service Continuity Plan
 - Part B – Business Continuity Plan
 - Part C – Disaster Recovery Plan
 - Part D – Insolvency of Supplier/Key Sub-contractors/Supplier Group member
 - (para 2 of Part A of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning))
- Impact Assessment Estimate
 - Due within 10 Working Days of receipt of a Change Request
 - (para 4.3 of Schedule 22 (Change Control Procedure))
- Exit Plan
 - Due within 3 months of the Effective Date
 - (para 5.1 of Schedule 25 (Exit Management))

The Supplier shall provide the following documentation for Services other than the Support Services, but which facilitate the Support Services

- Detailed Implementation Plan
 - Due within 20 Working Days of the Effective Date
 - (para 3.1 of Schedule 13 (Implementation Plan))
- Template invoice
 - Due within 10 Working Days of the Effective Date
 - (para 1.2 of Part E of Schedule 15 (Charges and invoicing))

Schedule 3

Performance Levels

Schedule 3: Performance Levels

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

“Available”	has the meaning given in Paragraph 1.1 of Part B of Annex 1, and “Availability” shall be interpreted accordingly;
“Call”	a telephone and radio (including monitored radio) or intercom call made from and/or received into the Mobilising System Solution;
“Call Recording”	a recording of a Call;
“Core Functions”	the functions of the Mobilising System Solution which are required to receive and process emergency calls and propose and mobilise the nearest appropriate resources, including [redacted under FOIA Section 43, Commercial Interests] ;
“Help Desk”	the single point of contact help desk set up and operated by the Supplier for the purposes of this Contract;
“Non-Available”	in relation to the Core Functions, Workstations and Call Recordings, that those Core Functions, Workstations and/or Call Recordings are not Available and “Non-Availability” shall be interpreted accordingly;
“Performance Monitoring Report”	has the meaning given in Paragraph 1.1.1 of Part B;
“Performance Review Meeting”	the regular meetings between the Supplier and the Authority to manage and review the Supplier’s performance under this Contract, as further described in Paragraph 1.5 of Part B;
“Repeat KPI Failure”	has the meaning given in Paragraph 3.1 of Part A;
“Service Availability”	has the meaning given in Paragraph 2 of Part B of Annex 1;
“Service Downtime”	means: (a) in relation to the Availability Performance Indicators, any period of time during which the Core Functions, Workstations and/or Call Recordings are not Available; (b) in relation to downtime for Permitted Maintenance, downtime for Emergency Maintenance, Permitted Patching or other forms of downtime, any period of time

during which any of the Services and/or the IT Environment are not available;

“System Response Time” has the meaning given in Paragraph 3.1 of Part B of Annex 1;

“Workstation” a workstation (a terminal with monitors) used by an End User to access and use the Mobilising System Solution.

Part A: Performance Indicators and Service Credits

1. Performance Indicators

- 1.1 Annex 1 sets out the Key Performance Indicators and Subsidiary Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services and Social Value by the Supplier.
- 1.2 The Supplier shall monitor its performance against each Performance Indicator and shall send the Authority a report detailing the level of service actually achieved in accordance with Part B.
- 1.3 Service Points, and therefore Service Credits, shall accrue for any KPI Failure and shall be calculated in accordance with Paragraphs 2, 3 and 5.

2. Service Points

- 2.1 If the level of performance of the Supplier during a Service Period achieves the Target Performance Level in respect of a Key Performance Indicator, no Service Points shall accrue to the Supplier in respect of that Key Performance Indicator.
- 2.2 If the level of performance of the Supplier during a Service Period is below the Target Performance Level in respect of a Key Performance Indicator, Service Points shall accrue to the Supplier in respect of that Key Performance Indicator as set out in Paragraph 2.3.
- 2.3 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure shall be the applicable number as set out in Annex 1 depending on whether the Target Performance Level in respect of a Key Performance Indicator is met or not.

3. Repeat KPI Failures and Related KPI Failures

Repeat KPI Failures

- 3.1 If a KPI Failure occurs in respect of the same Key Performance Indicator in any 2 consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a “Repeat KPI Failure”.
- 3.2 Not used.

Related KPI Failures

- 3.3 If in any Service Period the Supplier breaches more than one Key Performance Indicator in relation to the same event, the Supplier shall only incur Service Points for the breach of the Key Performance incurring the highest number of Service Points. The Supplier shall not incur Service Points for its breach of the other Key Performance Indicator(s).

4. Permitted Maintenance

- 4.1 The Supplier shall be allowed to book a maximum of 6 hours Service Downtime for Permitted Maintenance in any one Quarter which shall take place between the hours and on the day specified in the Maintenance Schedule unless otherwise agreed in writing with the Authority.

Schedule 3 (Performance Levels)

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4.2 In addition to its right to book a maximum of 6 hours per Quarter for Permitted Maintenance, the Supplier shall be permitted to book additional downtime for Permitted Patching, and the Authority will act reasonably and promptly to facilitate this.

5. Service Credits

5.1 Schedule 15 (*Charges and Invoicing*) sets out the mechanism by which Service Points shall be converted into Service Credits.

5.2 The Authority shall use the Performance Monitoring Reports provided pursuant to Part B, among other things, to verify the calculation and accuracy of the Service Credits (if any) applicable to each Service Period or (if different) Measurement Period.

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within 10 Working Days of the end of each Service Period, the Supplier shall provide:
- 1.1.1 a report to the Authority Representative which summarises the performance by the Supplier against each of the Performance Indicators as more particularly described in Paragraph 1.2 (the “**Performance Monitoring Report**”); and
 - 1.1.2 a report created by the Supplier to the Authority’s senior responsible officer which summarises the Supplier’s performance over the relevant Service Period as more particularly described in Paragraph 1.3 (the “**Balanced Scorecard Report**”).

Performance Monitoring Report

- 1.2 The Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information:

Information in respect of the Service Period just ended

- 1.2.1 for each Key Performance Indicator and Subsidiary Performance Indicator, the actual performance achieved over the Service Period, and that achieved over the previous 3 Measurement Periods;
- 1.2.2 a summary of all Performance Failures that occurred during the Service Period;
- 1.2.3 the value of each PI Failure (e.g. met or not met);
- 1.2.4 which Performance Failures remain outstanding and progress in resolving them;
- 1.2.5 for any Material KPI Failures or Material PI Failures occurring during the Service Period, the cause of the relevant KPI Failure or PI Failure and the action being taken to reduce the likelihood of recurrence;
- 1.2.6 the status of any outstanding Rectification Plan processes, including:
 - (a) whether or not a Rectification Plan has been agreed; and
 - (b) where a Rectification Plan has been agreed, a summary of the Supplier’s progress in implementing that Rectification Plan;
- 1.2.7 for any Repeat KPI Failures, actions taken to resolve the underlying cause and prevent recurrence;
- 1.2.8 the number of Service Points awarded in respect of each KPI Failure;
- 1.2.9 the Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate;
- 1.2.10 the conduct and performance of any agreed periodic tests that have occurred, such as the annual failover test of the Service Continuity Plan;

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- 1.2.11 relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Contract;
- 1.2.12 such other details as the Authority may reasonably require from time to time; and

Information in respect of previous Service Periods

- 1.2.13 a rolling total of the number of Performance Failures that have occurred over the past 6 Service Periods;
- 1.2.14 the amount of Service Credits that have been incurred by the Supplier over the past 6 Service Periods;
- 1.2.15 the conduct and performance of any agreed periodic tests that have occurred in such Service Period such as the annual failover test of the Service Continuity Plan; and

Information in respect of the next Quarter

- 1.2.16 any scheduled Service Downtime for Permitted Maintenance and Permitted Patching (including any other Updates and including Upgrades) that has been agreed in writing between the Authority and the Supplier for the next Quarter.

Balanced Scorecard Report

- 1.3 The Balanced Scorecard Report shall be presented in the form of an online accessible dashboard and, as a minimum, shall contain a high level summary of the Supplier's performance over the relevant Service Period, including details of the following:
 - 1.3.1 financial indicators;
 - 1.3.2 the Target Performance Levels achieved;
 - 1.3.3 behavioural indicators;
 - 1.3.4 performance against its obligation to pay its Sub-contractors within 30 days of receipt of an undisputed invoice;
 - 1.3.5 performance against its obligation to pay its Unconnected Sub-contractors within 60 days of receipt of an invoice (provided that the Authority may, in its discretion, waive this requirement);
 - 1.3.6 Milestone trend chart, showing performance of the overall programme;
 - 1.3.7 sustainability indicators, for example net zero carbon, waste minimisation or performance to support a circular economy; and
 - 1.3.8 Social Value (as applicable).
- 1.4 The Performance Monitoring Report and the Balanced Scorecard Report shall be reviewed and their contents agreed by the Parties at the next Performance Review Meeting held in accordance with Paragraph 1.5.
- 1.5 The Parties shall attend meetings on a monthly basis (unless otherwise agreed) to review

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the Performance Monitoring Reports and the Balanced Scorecard Reports. The Performance Review Meetings shall (unless otherwise agreed):

- 1.5.1 take place within 5 Working Days of the Performance Monitoring Report being issued by the Supplier;
 - 1.5.2 take place at such location and time (within normal business hours) as the Authority shall reasonably require (unless otherwise agreed in advance); and
 - 1.5.3 be attended by the Supplier Representative and the Authority Representative.
- 1.6 The Authority shall be entitled to raise any additional questions and/or request any further information from the Supplier regarding any KPI Failure and/or PI Failure.

2. Performance Records

- 2.1 The Supplier shall keep appropriate documents and records (including Help Desk records, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received etc) in relation to the Services being delivered. The Supplier shall make those records and documents available for review by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.
- 2.2 In addition to the requirement in Paragraph 2.1 to maintain appropriate documents and records, the Supplier shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Supplier both before and after each Operational Service Commencement Date and the calculations of the amount of Service Credits for any specified period after the Operational Service Commencement Date.
- 2.3 The Supplier shall ensure that the Performance Monitoring Report, the Balanced Scorecard Report (as well as historic Performance Monitoring Reports and historic Balance Scorecard Reports) and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authority are available to the Authority online and are capable of being printed.

3. Performance Verification

- 3.1 The Authority reserves the right to verify the Availability of the Core Functions, Workstations and Call Recordings and the Supplier's performance under this Contract against the Performance Indicators including by sending test transactions through the IT Environment or otherwise.

Annex 1: Key Performance Indicators and Subsidiary Performance Indicators

Part A: Key Performance Indicators and Subsidiary Performance Indicators Tables

Operational Services

The Key Performance Indicators and Subsidiary Performance Indicators that shall apply to the Operational Services, Changes and Social Value are set out below:

1. Key Performance Indicators

No.	Key Performance Indicator Title	Definition	Frequency of Measurement (Measurement Period)	Target Performance Level	Target Performance Level met or not met	Service Points	Publishable Performance Information
A01	Service Availability of the Core Functions of the Mobilising System Solution	See Paragraph 1 of Part B and Table A – Service Availability Performance Indicators of this Annex	Annually, starting on the first day of the first Service Period and on each anniversary after that; however the Supplier shall also measure monthly for the purpose of calculating the annual and monthly severity levels	99.95%	Met	0	NO
					Not met i.e. anything below 99.95%	10	
A02	Service Availability of the Mobilising System Solution Workstations	See Paragraph 1 of Part B and Table A – Service Availability Performance	Monthly	80%+ of Workstations are Available ²	Met	0	NO

² To be clear: this does not include spare Workstations unless they are swapped out for live use.

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No.	Key Performance Indicator Title	Definition	Frequency of Measurement (Measurement Period)	Target Performance Level	Target Performance Level met or not met	Service Points	Publishable Performance Information
		Indicators of this Annex			Not met i.e. less than 80% of Workstations are Available	5	
A03	Service Availability of the Mobilising System Solution Call Recordings	See Paragraph 1 of Part B and Table A – Service Availability Performance Indicators of this Annex	Monthly	No failures	Met	0	NO
					Not met i.e. 1 or more failure	5	
F01	Help Desk response times (Priority 1 Service Incident)	See Paragraphs 4 and 5 of Part B and Table B – Help Desk response and Fixes of this Annex	Monthly	Up to 1 hour	Met	0	NO
					Not met i.e. more than 1 hour	10	
F02	Fix Times (Priority 1 Service Incident)	See Paragraph 5 of Part B and	Monthly	Up to 4 hours	Met	0	NO

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No.	Key Performance Indicator Title	Definition	Frequency of Measurement (Measurement Period)	Target Performance Level	Target Performance Level met or not met	Service Points	Publishable Performance Information
		Table B – Help Desk response and Fixes of this Annex			Not met i.e. more than 4 hours	10	
F03	Help Desk response times (Priority 2 Service Incident)	See Paragraphs 4 and 5 of Part B and Table B – Help Desk response and Fixes Table B – Help Desk response and Fixes of this of this Annex	Monthly	Up to 3 hours	Met	0	NO
					Not met i.e. more than 3 hours	10	
F04	Fix Times (Priority 2 Service Incident)	See Paragraph 5 of Part B and Table B – Help Desk response and Fixes of this of this Annex	Monthly	Up to 12 hours	Met	0	NO
					Not met i.e. more than 12 hours	10	
F06	Fix Times (Priority 3 Service Incident)	See Paragraph 5 of Part B and Table B – Help Desk response	Monthly	<ul style="list-style-type: none"> BOTH at least 80% of Service 	Met	0	NO

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No.	Key Performance Indicator Title	Definition	Frequency of Measurement (Measurement Period)	Target Performance Level	Target Performance Level met or not met	Service Points	Publishable Performance Information
		and Fixes of this of this Annex		Incidents Resolved within 1 month • AND 100% of Service Incidents Resolved within 2 months	Not met i.e., • EITHER less than 80% of Service Incidents Resolved within 1 month • AND/OR less than 100% of Service Incidents Resolved within 2 months	1	
TR01	Mobilising System Solution transaction response times no.1	See Paragraph 3.1 of Part B of Annex 1 and Table C – Supplier System Response Times of this Annex (Create new incident and populate EISEC details)	Monthly	• EITHER 99.75% transaction time < 2 seconds • OR average transaction time less than 0.2 seconds	Met Not met i.e., • NEITHER 99.75% transaction time < 2 seconds • NOR average transaction time less than 0.2 seconds	0 1	NO
TR02	Mobilising System Solution transaction response times no.2	See Paragraph 3.1 of Part B of Annex 1 and Table C – Supplier System Response	Monthly	• EITHER 99.5% transaction time < 3 seconds	Met	0	NO

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No.	Key Performance Indicator Title	Definition	Frequency of Measurement (Measurement Period)	Target Performance Level	Target Performance Level met or not met	Service Points	Publishable Performance Information
		Times of this Annex (Verify location in gazetteer & display location on GIS)		<ul style="list-style-type: none"> OR average transaction time less than 0.6 seconds 	Not met i.e., <ul style="list-style-type: none"> NEITHER 99.5% transaction time < 3 seconds NOR average transaction time less than 0.6 seconds 	1	
TR03	Mobilising System Solution transaction response times no.3	See Paragraph 3.1 of Part B of Annex 1 and Table C – Supplier System Response Times of this Annex (Retrieve resource proposal / PDA for incident location and type)	Monthly	<ul style="list-style-type: none"> EITHER 99.5% transaction time < 3 seconds OR average transaction time less than 0.7 seconds 	Met Not met i.e., <ul style="list-style-type: none"> NEITHER 99.5% transaction time < 3 seconds NOR average transaction time less than 0.7 seconds 	0 1	NO
TR04	Mobilising System Solution transaction response times no.4	See Paragraph 3.1 of Part B of Annex 1 and Table C – Supplier System Response	Monthly	<ul style="list-style-type: none"> EITHER 99.5% transaction time < 2 seconds 	Met	0	

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No.	Key Performance Indicator Title	Definition	Frequency of Measurement (Measurement Period)	Target Performance Level	Target Performance Level met or not met	Service Points	Publishable Performance Information
		Times of this Annex (Create and send mobilising message(s))		<ul style="list-style-type: none"> OR average transaction time less than 0.4 seconds 	Not met i.e., <ul style="list-style-type: none"> NEITHER 99.5% transaction time < 2 seconds NOR average transaction time more less than 0.4 seconds 	1	
CH01	Change (Impact Assessment)	Impact Assessment Estimate and timetable for preparing Impact Assessment ³ within 10 Working Days of receipt of Change Request (see Paragraph 4.3 of Schedule 22 (<i>Change Control Procedure</i>))	Monthly	On time	Met	0	NO
					Not met i.e. not on time	1	

³ The timetable must provide for the completed Impact Assessment to be received by the Authority within 10 Working Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the Authority.

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No.	Key Performance Indicator Title	Definition	Frequency of Measurement (Measurement Period)	Target Performance Level	Target Performance Level met or not met	Service Points	Publishable Performance Information
CH02	Change (Delivery of Change)	<p>Delivery of Contract Change within 1 Month of the Delivery Date (see Annex 2: Change Authorisation Note to Schedule 22 (<i>Change Control Procedure</i>)).</p> <p>Measurement:</p> <p>The clock starts when the Change Authorisation Note is signed by both parties.</p> <p>The clock stops when the Supplier delivers and implements the agreed Contract Change.</p> <p>The Authority may, at any time, agree in writing with the Supplier to revise the Delivery Date. That revised Delivery Date will replace the original Delivery Date in the Change</p>	Monthly	On time	Met	0	NO
					<p>Not met</p> <p>i.e., not on time: the Supplier has not delivered the Contract Change within 1 Month of the Delivery Date: 5 Service Points will accrue.</p> <p>5 Service Points will also accrue for each subsequent Month that the Supplier has not delivered the Contract Change.</p>	5	

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No.	Key Performance Indicator Title	Definition	Frequency of Measurement (Measurement Period)	Target Performance Level	Target Performance Level met or not met	Service Points	Publishable Performance Information
		<p>Authorisation Note (or will replace any previously revised Delivery Date).</p> <p>The Authority shall agree a revised Delivery Date in writing with the Supplier if the Authority has not completed any dependencies for the Contract Change according to planned timescales.</p>					

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2. Subsidiary Performance Indicators

No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement (Measurement Period)	Target Performance Level	Target Performance Level met or not met	Publishable Performance Information
SE01	Sustainability/ Efficiency indicators	See Schedule 2 (<i>Services Description</i>)	Annually: within 1 Month of each anniversary of the Effective Date	100%	Met Not met i.e. below 100%	NO
VP01	Vulnerability Patching Performance	See Schedule 2 (<i>Services Description</i>)	Monthly (as set out in Paragraph 1.2 of Part B of Schedule 3 (<i>Performance Levels</i>))	100%	Met Not met i.e. below 100%	NO
SV01	Social Value PI	See Schedule 2 (<i>Services Description</i>)	Annually: within 1 Month of each anniversary of the Effective Date (for the preceding Contract Year).	100%	Met	NO

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No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement (Measurement Period)	Target Performance Level	Target Performance Level met or not met	Publishable Performance Information
					Not met i.e. below 100%	
R01	Performance Monitoring Report (timeliness)	See Paragraph 1.1 of Part B of this Schedule	Monthly	On time	Met	NO
					Not met i.e. not on time	
R02	Performance Monitoring Report (accuracy)	See Paragraph 1.2 of Part B of this Schedule	Monthly	No errors	Met	NO
					Not met i.e. any error(s)	
F05	Help Desk response times (Priority 3 Service Incident)	See Paragraphs 4 and 5 of Part B and Table B – Help Desk response and Fixes of this of this Annex	Monthly	Up to 1 Working Day	Met	NO

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No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement (Measurement Period)	Target Performance Level	Target Performance Level met or not met	Publishable Performance Information
					Not met i.e. more than 1 Working Day	
F07	Help Desk response times (Priority 4 Service Incident)	See Paragraphs 4 and 5 of Part B and Table B – Help Desk response and Fixes of this of this Annex	Monthly	Up to 1 month	Met Not met i.e. more than 1 month	NO
F08	Fix Times (Priority 4 Service Incident)	See Paragraph 5 of Part B and Table B – Help Desk response and Fixes of this of this Annex	Monthly	<ul style="list-style-type: none"> • BOTH at least 80% of Service Incidents Resolved within 3 months • AND 100% of Service Incidents Resolved within 6 months 	Met Not met i.e., <ul style="list-style-type: none"> • EITHER less than 80% of Service Incidents Resolved within 3 months 	NO

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No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement (Measurement Period)	Target Performance Level	Target Performance Level met or not met	Publishable Performance Information
					<ul style="list-style-type: none"> AND/OR less than 100% of Service Incidents Resolved within 6 months 	
VL01	Virtual Library Completeness	See Paragraph 7 of Part B of this Annex	Annually: within 1 Month of each anniversary of the Effective Date	100% of required items uploaded	Met Not met i.e. any failure to upload a required item	NO
PM01	Permitted Maintenance	The Supplier shall perform all of Permitted Maintenance activities at the frequency specified in the Maintenance Schedule	Monthly	Full conformance	Met Not met i.e. 1 or more non-conformance(s)	NO

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Optional Services

The Key Performance Indicators and Subsidiary Performance Indicators that shall apply to the Optional Services are set out below:⁴

3. Key Performance Indicators

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Target Performance Level	Target Performance Level met or not met	Service Points	Publishable Performance Information
KPI1	[]	[]	[]	[]	Met	0	[YES/NO]
					Not met i.e. []	[n]	

⁴ These may be completed by the parties through the Change Control Procedure if and when Optional Services are called off under clause 5.10.

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4. Subsidiary Performance Indicators

No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Target Performance Level	Target Performance Level met or not met	Publishable Performance Information
PI1	[]	[]	[]	[]	Met	[YES/NO]
					Not met i.e. []	

Part B: Definitions

1. Available

1.1 The Core Functions shall be Available when:

- 1.1.1 End Users are able to access and utilise all the Core Functions in a timely manner to meet the Fire Authorities' statutory duties, where 'timely' means by reference to the System Response Times and performance requirements in Paragraph 3 below; and
- 1.1.2 the Mobilising System Solution is able to process the Authority Data in order to meet the objective in Paragraph 1.1.1; and

1.2 A Workstation shall be Available when:

- 1.2.1 An End User is able to use that Workstation to access and utilise all the Core Functions in a timely manner to meet the Fire Authorities' statutory duties, where 'timely' means by reference to the System Response Times and performance requirements in Paragraph 3 below; and
- 1.2.2 the Mobilising System Solution is able to process the Authority Data in order to meet the objectives in Paragraph 1.2.1 at an individual End User position; and

provided that any time measured under Paragraph 1.1 shall not also be measured under Paragraph 1.2;

1.3 The Call Recordings shall be Available when:

- 1.3.1 the Mobilising System Solution includes a continuous voice recording facility at each Workstation that records all Calls; and
- 1.3.2 End Users are able to replay or export any Call Recording at any time during the Authority's required retention period (as at the Effective Date, the period is at least 7 years from the date of Call Recording).

2. Service Availability and Service Downtime

2.1 Service Availability shall be measured as a percentage of the total time in a Measurement Period, in accordance with the methodology in Table A – Service Availability Performance Indicators.

2.2 When calculating Service Availability in accordance with this Paragraph 2:

- 2.2.1 Service Downtime arising due to Permitted Maintenance that is carried out by the Supplier in accordance with Clause 9.4 (*Maintenance*) and Permitted Patching that is carried out by the Supplier in accordance with Schedule 5 (*Security Management*) shall be subtracted from the total number of minutes in the relevant Measurement Period; and
- 2.2.2 Service Points may accrue:
 - (a) for Unauthorised Downtime; or

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- (b) where maintenance undertaken by the Supplier exceeds the applicable Permitted Maintenance and Permitted Patching under Paragraph 2.2.1.

3. System Response Times and Performance Requirements

System Response Times

- 3.1 The “**System Response Time**” is the round trip time taken to process a message or request of the IT Environment and/or the Services as set out in Table C – Supplier System Response Times of this Annex 1, and shall be measured from the moment the last packet of data which relates to a particular message is received at the external interface of the IT Environment until a response is generated and the first block of data leaves the external interface (including, for the avoidance of doubt, the time taken for any necessary processing).
- 3.2 The Supplier System Response Time shall be the average System Response Time measured over the course of a Service Period.

Performance Requirements

- 3.3 The following are the Authority's performance requirements for the Mobilising System Solution. They are part of the Authority Requirements. They are not System Response Times or Performance Indicators in their own right, but breach of any of them may result in a Service Incident which is reported to the Help Desk under the applicable priority level:
 - 3.3.1 Create new incident <1s.
 - 3.3.2 Populate EISEC details <1s.
 - 3.3.3 Display caller location on GIS <2s.
 - 3.3.4 Verify location in gazetteer – 1st page of results <1s.
 - 3.3.5 Verify location in gazetteer – subsequent page of results <1s.
 - 3.3.6 Display incident location on GIS map <2s.
 - 3.3.7 Populate incident address <1s.
 - 3.3.8 Identify call recently been received from telephone number or 'tagged' telephone number based on call history for that CLI <1s.
 - 3.3.9 Identify call as possible duplicate of an earlier incident <1s.
 - 3.3.10 Prompt for further information on incident <1s.
 - 3.3.11 Retrieve resource proposal/ PDA for incident location and type <1s.
 - 3.3.12 Retrieve resource proposal/ PDA for a Make Up <3s.
 - 3.3.13 Create and send mobilising message(s) <2s.
 - 3.3.14 Create mobilising or other message(s) and present to Airwave (for onward transmission to resource(s) MDT) <1s.

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- 3.3.15 Alert End User that a mobilising message has not been acknowledged <1s.
- 3.3.16 Alert End User that any resource has failed to respond to a mobilising message <1s.
- 3.3.17 Receive and update resource status from Airwave – CAD <1s.
- 3.3.18 Receive and update resource status from Airwave – GIS <2s.
- 3.3.19 Presentation of other timed alerts to End User <1s.
- 3.3.20 Updates information on CAD concerning PDA, resource availability or road closure <2s.
- 3.3.21 Queue incident <2s.
- 3.3.22 Retrieve incident / resource details <1s.
- 3.3.23 Update incident record <2s.
- 3.3.24 Present incident action List <1s.
- 3.3.25 Receive and update resource location from Airwave – CAD <1s.
- 3.3.26 Receive and update resource location from Airwave – GIS <1s.
- 3.3.27 GIS / gazetteer interaction – CAD <2s.
- 3.3.28 GIS / gazetteer interaction – GIS <2s.
- 3.3.29 User log-on <5s.
- 3.3.30 Call presentation <1s.
- 3.3.31 Inbound call (telephone or radio) <1s.
- 3.3.32 Outbound call (telephone) – commence dialling <1s.
- 3.3.33 Outbound call (telephone) – complete dialling <2s.
- 3.3.34 There shall be no noticeable delay (i.e. <0.2s) in user interface response, under all conditions of operational activity.

4. Help Desk Response Times and Service Requests

- 4.1 Measurement of Help Desk response times will be calculated as set out in Table B – Help Desk response and Fixes of this Annex 1.
- 4.2 The Supplier shall monitor the Help Desk response times and shall provide the results of such monitoring to the Authority in accordance with the provisions of Part B of this Schedule.
- 4.3 If not completed before the Effective Date, the Supplier shall, in cooperation with the Authority, before the Operational Service Commencement Date, develop and update the Service Request Catalogue (based on the template in Table D – Service Request Catalogue), and shall, also in cooperation with the Authority, update that Service Request Catalogue from time to time when requested by the Authority.

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- 4.4 The Supplier shall use reasonable endeavours to complete Service Request items in the Service Request Catalogue in accordance with the timescales in that Service Request Catalogue, unless otherwise agreed between the Parties at the Service Management Board.
- 4.5 The Supplier shall respond to Service Request items that are not in the Service Request Catalogue within 1 Month (but this shall not be a Help Desk response time Performance Indicator). The Parties shall review, prioritise and agree a timescale for delivery of those Service Requests at the monthly Service Management Board.

5. Fix Times

- 5.1 The “**Fix Time**” of a Service Incident is the period from the time that the Service Incident has been reported to the Supplier to the point of its Resolution and “**Resolution**” means in relation to a Service Incident either:

- 5.1.1 the root cause of the Service Incident has been removed and the Services are being provided in accordance with the Services Description and Target Performance Levels; or
- 5.1.2 the Authority has been provided with a workaround in relation to the Service Incident deemed acceptable by the Authority

in either case as confirmed by the Authority, and “**Resolved**” shall be construed accordingly.

- 5.2 Fix Times for Priority 3 Service Incidents, Priority 4 Service Incidents and completion of Service Requests shall be measured in Operational Hours.

Worked example: the Operational Hours for a Priority 3 or Priority 4 fault are 0900-1700, therefore the clock stops measuring Fix Time at 1700 in the evening and restarts at 0900 the following day.

- 5.3 Fix times for Priority 1 Service Incidents and Priority 2 Service Incidents shall be measured in Operational Hours.

Worked example: the Operational Hours for a Priority 1 or Priority 2 fault are 24/7/365 (366) therefore the clock does not stop or restart.

- 5.4 The Supplier shall measure Fix Times as set out in Table B – Help Desk response and Fixes of this Annex 1 as part of its service management responsibilities and report periodically to the Authority on Fix Times as part of the Performance Monitoring Report.

- 5.5 For the purposes of Paragraph 4, this Paragraph 5, Table A – Service Availability Performance Indicators and Table B – Help Desk response and Fixes of this Annex 1, the following expressions shall have the meanings set opposite them below:

- “**Pause Event**” one or more of the following events which pauses the clock measuring Availability, a Help Desk response time and/or a Fix Time, and being that the Supplier:
- (a) sends a relevant question or requests more information about a Ticket to the Authority;

- (b) sends information to the Authority on how to Resolve a Service Incident and is awaiting confirmation from the Authority;
- (c) has performed a fix, a temporary fix or a workaround and has sent the Authority a Request for Closure or has placed the Ticket into an 'answered' state and is awaiting confirmation from the Authority that the Service Incident is Resolved; or
- (d) confirms a Contract Change is required to deliver the Resolution;

“Priority 1 Service Incident”

a Service Incident which, in the reasonable opinion of the Authority:

- (a) constitutes a loss of the Service including Non-Availability of Core Functions or Non-Availability of 20% or more of Workstations;
- (b) has a critical impact on the activities of the Authority;
- (c) causes significant financial loss and/or disruption to the Authority; or
- (d) results in any material loss or corruption of Authority Data;

Non-exhaustive examples:

- (a) a loss of power to a data centre causing failure of Services;
- (b) a failure of the Services to provide user authentication service; or
- (c) a total failure of the CAD or ICCS;

“Priority 2 Service Incident”

a Service Incident which, in the reasonable opinion of the Authority has the potential to:

- (a) have a major (but not critical) adverse impact on the activities of the Authority and no workaround acceptable to the Authority is available; or
- (b) cause a financial loss and/or disruption to the Authority which is more than trivial but less severe than the significant financial loss described in the definition of a Priority 1 Service Incident;

Non-exhaustive examples:

- (a) corruption of organisational database tables;

	<ul style="list-style-type: none">(b) loss of ability to update Authority Data; or(c) material malfunction of the Mobilising System Solution, such as a single server failure of the ICCS or CAD;
“Priority 3 Service Incident”	<p>a Service Incident which, in the reasonable opinion of the Authority has the potential to have a major adverse impact on the provision of the Services to a single End User or a minor adverse impact on the provision of the Services to multiple End Users, but who in each case can still perform their roles;</p> <p>Non-exhaustive examples:</p> <ul style="list-style-type: none">(a) a downgraded Priority 1 Service Incident where a workaround has been accepted by the Authority but the underlying cause has not been fixed; or(b) a downgraded Priority 2 Service Incident where a workaround has been accepted by the Authority but the underlying cause has not been fixed;
“Priority 4 Service Incident”	<p>a Service Incident comprising a flaw which does not adversely impact on the use of the Mobilising System Solution and is not expected to have an adverse impact on the activities of the Authority;</p> <p>Non-exhaustive examples:</p> <ul style="list-style-type: none">(a) spelling error; or(b) misalignment of data on screen display;
“Request for Closure”	<p>a request from the Supplier to the Authority for the Authority to confirm that a Service Incident has been Resolved;</p>
“Service Incident”	<p>a reported occurrence of a failure to deliver any part of the Services in accordance with the Authority Requirements or the Performance Indicators;</p>
“Service Request Catalogue”	<p>a catalogue of routine service items that the Authority may request from the Help Desk, together with the timescales for the Supplier to complete those service items; any chargeable service items are Fixed Price;</p>
“Service Request”	<p>a request made to the Help Desk:</p> <ul style="list-style-type: none">(a) for a service item in the Service Request Catalogue; or(b) for a service item which is not in the Service Request Catalogue but agreed through the Change Control Procedure,

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and in either case, which is either not chargeable or is chargeable on a Time and Materials basis or, where the scope can be clearly defined, on a Firm Price or Fixed Price basis;

to be clear, a Service Request is not a Service Incident;

“Ticket”

a Service Request or a report to the Help Desk (whether by telephone, email or through the Supplier's support portal or otherwise) by the Authority.

6. Satisfaction Surveys

6.1 Not used.

7. Virtual Library Completeness

7.1 The Virtual Library shall be complete where all of the information required under Schedule 24 (*Reports and Records Provisions*) (*Annex 3: Records To Upload To Virtual Library*) has been uploaded to the Virtual Library in accordance with Paragraph 3 of that Schedule.

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Table A – Service Availability Performance Indicators

Service Availability	Measurement	Worked example
Core Functions	<p>The clock starts when the Supplier receives a Ticket concerning a Priority 1 Service Incident that has resulted in Non-Availability of Core Functions.</p> <p>The clock pauses from the minute that a Pause Event starts.</p> <p>The clock stops on the earlier of:</p> <ul style="list-style-type: none"> • the Authority's confirmation that the Service Incident has been Resolved; and • the expiry of 5 Working Days after the Supplier makes a Request for Closure, unless the Authority confirms within that period that the Service Incident is not Resolved, in which case the clock restarts. 	<p>The Authority raises a Ticket concerning a Priority 1 Service Incident that has resulted in Non-Availability of Core Functions. The Service Downtime clock starts when the Supplier receives this Ticket.</p> <p>The Supplier considers it has fixed the Service Incident and places it into 'answered' awaiting the Authority's confirmation that the Service Incident has been Resolved. The clock is paused.</p> <p>The Authority closes the Service Incident. The clock stops.</p> <p>The total Service Downtime is measured at 4 hours.</p> <p>This would not result in a breach of Availability Core Functions Performance Indicator, as the total amount of downtime allowed in a 365 day year is 4 hours, 22 minutes 48 seconds (4 hours, 23 minutes 32 seconds in a leap year).</p> <p>Later in the year, the Authority raises another Ticket concerning a Priority 1 Service Incident that has resulted in Non-Availability of Core Functions.</p> <p>If the second period of Service Downtime is more than 22 minutes 48 seconds (23 minutes 32 seconds in a leap year), Service Points will accrue in that Service Period (however no Service Credit will be due until the end of the Measurement Period).</p> <p>If, later in the year, the Authority raises another Ticket concerning a Priority 1 Service Incident that has resulted in Non-Availability of Core Functions, further Service Points will accrue (however no Service Credit will be due until the end of the Measurement Period).</p>
Workstations	<p>The clock starts when the Supplier receives a Ticket concerning a Service Incident that has resulted in Non-Availability of 20% or more of the Workstations.</p>	<p>The Authority raises a Ticket concerning a Priority 3 Service Incident or Priority 4 Service Incident relating to the Non-Availability of a single Workstation.</p>

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Service Availability	Measurement	Worked example
	<p>The clock pauses from the minute that a Pause Event starts.</p> <p>The clock stops on the earlier of:</p> <ul style="list-style-type: none"> • the Authority's confirmation that the Service Incident has been Resolved; and • the expiry of 5 Working Days after the Supplier makes a Request for Closure, unless the Authority confirms within that period that the Service Incident is not Resolved, in which case the clock restarts. 	<p>The Authority later advises that the issue is now affecting > 20% of Workstations. This Service Incident is now a Priority 1 Service Incident. The clock starts when the Supplier receives this further information, which changes the Ticket to a Priority 1 Service Incident.</p> <p>Once 80% or more of Workstations have been made Available again, the clock stops.</p> <p>Any instance of this failure in a Service Period will result in Service Points accruing.</p>
Call Recordings	<p>The clock starts when the Supplier receives a Ticket concerning a Service Incident that has resulted in Non-Availability of a Call Recording.</p> <p>The clock pauses from the minute that a Pause Event starts.</p> <p>The clock stops on the earlier of:</p> <ul style="list-style-type: none"> • the Authority's confirmation that the Service Incident has been Resolved; and • the expiry of 5 Working Days after the Supplier receives the Ticket. 	<p>The Authority has identified that a Call was not recorded, replayable and/or exportable and reports a Service Incident to the Help Desk.</p> <p>The Supplier is unable to retrieve the Call Recording or make the Call Recording replayable or exportable within 5 Working Days, the Performance Indicator is not met and Service Points will accrue.</p>

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Table B – Help Desk response and Fixes

In this Table, the Measurement column applies to each Help Desk / Fixes Performance Indicator whether it is a Key Performance Indicator or a Subsidiary Performance Indicator. The Service Points referred to in the Worked example column will only accrue if the Performance Indicator is a Key Performance Indicator; there are no Service Points for Subsidiary Performance Indicators.

Priority level of Service Incident	Measurement	Worked example
P1 – response	<p>The clock starts when the Supplier receives a Ticket for a Priority 1 Service Incident.</p> <p>The clock pauses from the minute that a Pause Event starts.</p> <p>The clock stops when the Supplier starts work and:</p> <ul style="list-style-type: none"> • updates the Ticket; or • contacts the Authority <p>to confirm it has done so.</p>	<p>Within 1 hour of receipt of the Priority 1 Service Incident Ticket, the Supplier starts work and either updates the Ticket or contacts the Authority to confirm it has done so.</p> <p>The Supplier does this for 100% of the Tickets that were closed in the Service Period. The Performance Indicator is met in that Service Period.</p> <p>Otherwise the Performance Indicator is not met in that Service Period and Service Points will accrue.</p>
P1 – fix	<p>The clock starts when the Supplier receives a Ticket for a Priority 1 Service Incident.</p> <p>The clock pauses from the time that a Pause Event starts.</p> <p>The clock stops on the earlier of:</p> <ul style="list-style-type: none"> • the Authority's confirmation that the Service Incident has been Resolved; and • the expiry of 5 Working Days after the Supplier makes a Request for Closure, unless the Authority confirms within that period that the Service Incident is not Resolved, in which case the clock restarts. 	<p>Within 4 hours of receipt of the Priority 1 Service Incident report, the Supplier has Resolved the Service Incident.</p> <p>The Supplier does this for 100% of the Tickets that were closed in the Service Period. The Performance Indicator is met in that Service Period.</p> <p>Otherwise the Performance Indicator is not met in that Service Period and Service Points will accrue.</p>
P2 – response	<p>The clock starts when the Supplier receives a Ticket for a Priority 2 Service Incident.</p> <p>The clock pauses from the minute that a Pause Event starts.</p>	<p>Within 3 hours of receipt of the Priority 2 Service Incident report, the Supplier starts work and either updates the Ticket or contacts the Authority to confirm it has done so.</p>

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Priority level of Service Incident	Measurement	Worked example
	<p>The clock stops when the Supplier starts work and:</p> <ul style="list-style-type: none"> • updates the Ticket; or • contacts the Authority <p>to confirm it has done so.</p>	<p>The Supplier does this for 100% of the Tickets that were closed in the Service Period. The Performance Indicator is met in that Service Period.</p> <p>Otherwise the Performance Indicator is not met in that Service Period and Service Points will accrue.</p>
P2 – fix	<p>The clock starts when the Supplier receives a Ticket for a Priority 2 Service Incident.</p> <p>The clock pauses from the time that:</p> <ul style="list-style-type: none"> • the Supplier has responded to the Service Incident and placed it into 'answered' awaiting the Authority's confirmation that the Service Incident has been Resolved; or • a Pause Event starts. <p>The clock stops on the earlier of:</p> <ul style="list-style-type: none"> • the Authority's confirmation that the Service Incident has been Resolved; and • the expiry of 5 Working Days after the Supplier makes a Request for Closure, unless the Authority confirms within that period that the Service Incident is not Resolved, in which case the clock restarts. 	<p>Within 12 hours of receipt of the Priority 2 Service Incident report, the Supplier has Resolved the Service Incident.</p> <p>The Supplier does this for 100% of the Tickets that were closed in the Service Period. The Performance Indicator is met in that Service Period.</p> <p>Otherwise the Performance Indicator is not met in that Service Period and Service Points will accrue.</p>
P3 – response	<p>The clock starts when the Supplier receives a Ticket for a Priority 3 Service Incident.</p> <p>The clock pauses from the minute that a Pause Event starts.</p> <p>The clock stops when the Supplier starts work and:</p> <ul style="list-style-type: none"> • updates the Ticket; or • contacts the Authority <p>to confirm it has done so.</p>	<p>Within 1 Working Day of receipt of the Priority 3 Service Incident report, the Supplier starts work and either updates the Ticket or contacts the Authority to confirm it has done so.</p> <p>The Supplier does this for 100% of the Tickets that were closed in the Service Period. The Performance Indicator is met in that Service Period.</p> <p>Otherwise the Performance Indicator is not met in that Service Period and Service Points will accrue.</p>

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Priority level of Service Incident	Measurement	Worked example
P3 – fix	<p>The clock starts when the Supplier receives a Ticket for a Priority 3 Service Incident.</p> <p>The clock pauses from the time that a Pause Event starts.</p> <p>The clock stops on the earlier of:</p> <ul style="list-style-type: none"> • the Authority's confirmation that the Service Incident has been Resolved; and • the expiry of 5 Working Days after the Supplier makes a Request for Closure, unless the Authority confirms within that period that the Service Incident is not Resolved, in which case the clock restarts. 	<p>The Supplier receives 10 Tickets for Priority 3 Service Incidents on 12 February.</p> <p>The Supplier Resolves 8 of these Service Incidents within 1 Month (by the end of 12 March), and the remaining 2 Service Incidents within 2 Months (by the end of 12 April).</p> <p>The Performance Indicator is met in March, as 80% of the Tickets are closed by the end of 12 March.</p> <p>The Performance Indicator is met April, as 100% of the Tickets are closed by the end of 12 April.</p> <p>If the Supplier only Resolved 7 Service Incidents within 1 Month, the Performance Indicator would not be met in March, as only 70% of the Tickets were closed by the end of 12 March, and Service Points would accrue.</p> <p>If the Supplier Resolved the remaining 3 Service Incidents within 2 Months, the Performance Indicator would be met in April, as 100% of the Tickets were closed by the end of 12 April.</p>
P4 – response	<p>The clock starts when the Supplier receives a Ticket for a Priority 4 Service Incident.</p> <p>The clock pauses from the minute that a Pause Event starts.</p> <p>The clock stops when the Supplier starts work and:</p> <ul style="list-style-type: none"> • updates the Ticket; or • contacts the Authority <p>to confirm it has done so.</p>	<p>Within 1 Month of receipt of the Priority 4 Service Incident report, the Supplier starts work and either updates the Ticket or contacts the Authority to confirm it has done so.</p> <p>The Supplier does this for 100% of the Tickets that were closed in the Service Period. The Performance Indicator is met in that Service Period.</p> <p>Otherwise the Performance Indicator is not met in that Service Period and Service Points will accrue.</p>
P4 – fix	<p>The clock starts when the Supplier receives a Ticket for a Priority 4 Service Incident.</p> <p>The clock pauses from the time that a Pause Event starts.</p>	<p>The Supplier receives 10 Tickets for Priority 4 Service Incidents on 6 June.</p>

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Priority level of Service Incident	Measurement	Worked example
	<p>The clock stops on the earlier of:</p> <ul style="list-style-type: none"> • the Authority's confirmation that the Service Incident has been Resolved; and • the expiry of 5 Working Days after the Supplier makes a Request for Closure, unless the Authority confirms within that period that the Service Incident is not Resolved, in which case the clock restarts. 	<p>The Supplier Resolves 8 of these Service Incidents within 3 Months (by the end of 6 September), and the remaining 2 Service Incidents within 6 Months (by the end of 6 December).</p> <p>The Performance Indicator is met in September, as 80% of the Tickets are closed by the end of 6 September.</p> <p>The Performance Indicator is met December, as 100% of the Tickets are closed by the end of 6 December.</p> <p>If the Supplier only Resolved 7 Service Incidents within 3 Months, the Performance Indicator would not be met in September, as only 70% of the Tickets were closed by the end of 6 September, and Service Points would accrue.</p> <p>If the Supplier Resolved the remaining 3 Service Incidents within 6 Months, the Performance Indicator would be met in December, as 100% of the Tickets were closed by the end of 6 December.</p>

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Table C – Supplier System Response Times

Description	Input	Required outcome
Create new incident and Populate EISEC (Enhanced Information Service for Emergency Calls) details	Call accepted on ICCS	CAD incident form pre-populated with CLI (calling line identification) and presented to the End User ready for data entry and Incident form populated with EISEC details
Verify location in gazetteer & display location on GIS (Geographic Information System).	Incident location entered by End User	Exact gazetteer match, or list of possible matches or no match presented to End User. Location displayed on GIS with map zoomed and centred on the verified location
Retrieve resource proposal / PDA (pre-determined attendance) for incident location and type	Incident location and type entered by End User and validated against gazetteer	PDA details, resource proposal presented to End User
Create and send mobilising message(s)	End User mobilises specific resource(s).	Message(s) received at Authority / Fire Authority network interface

The Authority and the Supplier shall agree and document in writing the approach to measurement of the Supplier System Response Times in this Table C, which shall be incorporated into the Contract.

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Table D – Service Request Catalogue

The following Services have been agreed between the Parties as routine requirements that the Authority may require the Supplier to perform on request. The Supplier shall make these Services available in its service management tool. Services that the Mobilising System Solution allows the Authority to perform itself are shown in struck-through text. The removal of the self-serve items is accepted on the basis that the Supplier can demonstrate to the Authority they are equivalent to the service request. If the Authority (in its sole but reasonable discretion) determines they are not, then the struck-through items will be restored.

Service	Description	Chargeable	Limit ⁵	Target completion date	Charge
[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]

⁵ Where a limit has been set for Service Requests, unused Service Requests shall be allowed to roll over to following Month if unused. Use of unused Service Requests beyond the following Month shall be discussed in the Service Management Board and subject to mutual agreement. Service Requests submitted in addition to this limit may be charged on a Time and Materials basis.

Schedule 4

Standards

Schedule 4: Standards

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

“Standards Hub” the Government’s open and transparent standards adoption process as documented at <http://standards.data.gov.uk/>; and

“Suggested Challenge” a submission to suggest the adoption of new or emergent standards in the format specified on Standards Hub.

2. General

2.1 Throughout the term of this Contract, the Parties shall monitor and notify each other of any new or emergent standards which could affect the Supplier’s provision, or the Authority’s receipt, of the Services. Any changes to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with the Change Control Procedure.

2.2 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier’s provision, or the Authority’s receipt, of the Services is explained to the Authority (in a reasonable timeframe), prior to the implementation of the new or emergent standard.

2.3 Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written agreement of the Authority and shall be implemented within an agreed timescale.

3. Technology and Digital Services Practice

3.1 The Supplier shall (when designing, implementing and delivering the Services) adopt the applicable elements of HM Government’s Technology Code of Practice as documented at <https://www.gov.uk/service-manual/technology/code-of-practice.html>.

4. Open Data Standards & Standards Hub

4.1 The Supplier shall comply to the extent within its control with UK Government’s Open Standards Principles as documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>, as they relate to the specification of standards for software interoperability, data and document formats in the IT Environment.

4.2 Without prejudice to the generality of Paragraph 2.2, and where reasonably practicable in the circumstances, the Supplier shall, when implementing or updating a technical component or part of the Software or Supplier Solution and where there is a requirement under this Contract to use a new or emergent standard, submit a Suggested Challenge compliant with the UK Government’s Open Standards Principles (using the process detailed on Standards Hub and documented at <http://standards.data.gov.uk/>). Each Suggested Challenge submitted by the Supplier shall detail, subject to the security and

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confidentiality provisions in this Contract, an illustration of such requirement or opportunity within the IT Environment, Supplier Solution and Government's IT infrastructure and the suggested open standard.

- 4.3 The Supplier shall ensure that all documentation published on behalf of the Authority pursuant to this Contract is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation under Paragraph 4.1 to comply with the UK Government's Open Standards Principles, unless the Authority otherwise agrees in writing.

5. Technology Architecture Standards

- 5.1 The Supplier shall produce full and detailed technical architecture documentation for the Supplier Solution in accordance with Good Industry Practice. If documentation exists that complies with the Open Group Architecture Framework 9.2 or its equivalent, then this shall be deemed acceptable.

6. Accessible Digital Standards

- 6.1 The Supplier shall comply with (or with equivalents to):
- 6.1.1 the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.1 Conformance Level AA; and
 - 6.1.2 ISO/IEC 13066-1: 2011 Information Technology – Interoperability with assistive technology (AT) – Part 1: Requirements and recommendations for interoperability.

7. Service Management Software & Standards

- 7.1 Subject to Paragraphs 2 to 4 (inclusive), the Supplier shall reference relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:
- 7.1.1 ITIL v4;
 - 7.1.2 ISO/IEC 20000-1 2018 "Information technology — Service management – Part 1";
 - 7.1.3 ISO/IEC 20000-2 2019 "Information technology — Service management – Part 2";
 - 7.1.4 ISO 10007: 2017 "Quality management systems – Guidelines for configuration management"; and
 - 7.1.5 ISO 22313:2020 "Security and resilience. Business continuity management systems. Guidance on the use of ISO 22301" and, ISO/IEC 27031:2011 and ISO 22301:2019.
- 7.2 For the purposes of management of the Services and delivery performance the Supplier shall make use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If such Software has been assessed under the ITIL Software Scheme as being compliant to "Bronze Level", then this shall be deemed acceptable.

8. Sustainability

8.1 The Supplier shall comply with the sustainability requirements set out in Annex 1 to this Schedule 4.

9. Hardware Safety Standards

9.1 The Supplier shall comply with those BS or other standards relevant to the provision of the Services, including the following or their equivalents:

- 9.1.1 any new hardware required for the delivery of the Services (including printers), shall conform to BS EN IEC 62368-1:2020+A11:2020 or subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;
- 9.1.2 any new audio, video and similar electronic apparatus required for the delivery of the Services, shall conform to the following standard: BS EN IEC 62368-1:2020+A11:2020 or any subsequent replacements;
- 9.1.3 any new laser printers or scanners using lasers, required for the delivery of the Services, shall conform to either of the following safety Standards: BS EN 60825-1:2014 or any subsequent replacements; and
- 9.1.4 any new apparatus for connection to any telecommunication network, and required for the delivery of the Services, shall conform to the following safety Standard: BS EN 62949:2017 or any subsequent replacements.

9.2 Where required to do so as part of the Services, the Supplier shall perform electrical safety checks in relation to all equipment supplied under this Contract in accordance with the relevant health and safety regulations.

Annex 1: Sustainability

1. Definitions

1.1 In this Annex 1, the following definitions shall apply:

- “Permitted Item”** means those items which are permissible under this Contract to the extent set out in Table B of this Annex 1;
- “Prohibited Items”** means those items which are not permissible under this Contract as set out at Table A of this Annex 1;
- “Sustainability Reports”** written reports to be completed by the Supplier containing the information outlined in Table C of this Annex 1; and
- “Waste Hierarchy”** means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulations 2011:
- (a) Prevention;
 - (b) Preparing for re-use;
 - (c) Recycling;
 - (d) Other Recovery; and
 - (e) Disposal.

2. Public Sector Equality Duty

2.1 In addition to legal obligations, where the Supplier is providing a Service to which the Public Sector Equality duty applies, the Supplier shall support the Authority in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under the Contract in a way that seeks to:

2.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and

2.1.2 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.

2.2 In delivering the Service, the Supplier will comply with the Authority’s equality, diversity and inclusion requirements, to be provided to the Supplier by the Authority.

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2.3 Not used.

3. Environmental Requirements

- 3.1 In performing its obligations under the Contract, the Supplier must meet the requirements of all applicable Laws regarding the environment in all material respects.
- 3.2 The Supplier warrants that it has obtained relevant Environment Management System (EMS) certified to ISO 14001 or an equivalent certification from a UKAS accredited body and shall comply with and maintain certification requirements throughout the Term.
- 3.3 In performing its obligations under the Contract the Supplier shall, where applicable to the Contract, to the reasonable satisfaction of the Authority:
- 3.3.1 demonstrate low carbon resource efficiency, including minimising the use of resources and responding promptly to the Authority's reasonable questions;
 - 3.3.2 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
 - 3.3.3 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;
 - 3.3.4 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;
 - 3.3.5 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; minimise the release of greenhouse gases (including carbon dioxide emissions), air pollutants, volatile organic compounds and other substances damaging to health and the environment; and
 - 3.3.6 reduce and minimise carbon emissions by taking into account factors including, but not limited to, the locations from which materials are sourced, the transport of materials, the locations from which the work force are recruited and emissions from offices and on-site equipment.
- 3.4 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
- 3.5 The Supplier shall not provide to the Authority Goods or Deliverables which comprise wholly or partly of Prohibited Items unless such item is a Permitted Item.
- 3.6 The Supplier shall not use anything which comprises wholly or partly of the Prohibited Items to provide the Services under this Contract unless:

- 3.6.1 it is a Permitted Item; or
- 3.6.2 the use is primarily related to the management of the Supplier’s own facilities or internal operations as opposed to the provision of Services.
- 3.7 In delivering the Services, the Supplier must comply with the Authority’s sustainability requirements, to be provided to the Supplier by the Authority.
- 3.8 The Supplier shall meet the applicable Government Buying Standards applicable to Services which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

4. Supplier Code of Conduct

- 4.1 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

- 4.2 The Authority expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

5. Reporting Requirements

- 5.1 The Supplier shall comply with reasonable requests by the Authority for information evidencing compliance:
 - 5.1.1 with Paragraphs 2.1, 3.1 to 3.6, 3.8 and 4 of this Annex 1 within 14 days of such request; and
 - 5.1.2 With Paragraphs 2.2 and 3.7 of this Annex 1 within 30 days of such request.
- 5.2 The Supplier shall complete the Sustainability Report in relation to its provision of the Services under this Contract and provide the Sustainability Report to the Authority on the date and frequency outlined in Table C of this Annex 1.

Table A – Prohibited Items

The following consumer single use plastics are Prohibited Items:	<p>Catering</p> <ul style="list-style-type: none"> (a) Single use sachets e.g. coffee pods, sauce sachets, milk sachets (b) Take away cutlery (c) Take away boxes and plates (d) Cups made wholly or partially of plastic (e) Straws (f) Stirrers (g) Water bottles
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	<p>Facilities</p> <p>(a) Single use containers e.g. hand soap, cleaning products</p> <p>(b) Wipes containing plastic</p>
	<p>Office Supplies</p> <p>(a) Plastic envelopes</p> <p>(b) Plastic wrapping for brochures</p> <p>(c) Paper or card which is bleached with chlorine</p>
	<p>Packaging</p> <p>(a) Single use plastic packaging from deliveries where avoidable e.g. shrink wrapped packaging from office supplier or facilities products.</p> <p>(b) Single use carrier bags</p>
Authority specific Prohibitions	None
Project specific Prohibitions	None

Table B – Permitted Items

Authority Permitted Items	None
Project Specific Permitted Items	None

Table C – Sustainability Reports

Sustainability Report Name	Content of Report	Frequency of Report
Sustainability – General	As proportionate and relevant to the Contract, the key sustainability impacts identified; the sustainability improvements planned or delivered; and the risks to the Services of climate change, including mitigation, adaptation and continuity plans employed by the Supplier in response to those risks.	On each anniversary of the Effective Date
Greenhouse Gas Emissions	Detail the Scope 1 and Scope 2 GHG emissions associated with the delivery of the Contract. Scope	On each anniversary of the Effective Date

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Sustainability Report Name	Content of Report	Frequency of Report
	<p>3 emissions to be reported as required by the Authority.</p> <p>Emissions reporting should be in accordance with established best practice and internationally accepted standards.</p>	
Water Use	Volume in metres cubed relating to data centre use.	On the anniversary of the Effective Date

Schedule 5

Security Management

Schedule 5: Security Management

Part A: Security Assurance

1. Definitions

1.1 In this Schedule:

“Anti-Malicious Software”	means software that scans for and identifies possible Malicious Software in the IT Environment;
“Breach of Security”	an event that results, or could result, in: <ul style="list-style-type: none">(a) any unauthorised access to or use of the Authority Data, the Services and/or the Information Management System;(b) the loss, corruption and/or unauthorised disclosure of any information or data (including the Confidential Information and the Authority Data), including any copies of such information or data, used by the Authority and/or the Supplier in connection with this Contract;(c) a Personal Data Breach; and/or(d) a Security Incident;
“Certification Requirements”	means the information security requirements set out in Paragraph 6;
“CHECK Service Provider”	means a company which has been certified by the National Cyber Security Centre, holds “Green Light” status and is authorised to provide the IT Health Check services required by Paragraph 7.1;
“CREST Service Provider”	means a company with a SOC Accreditation from CREST International;
“Cyber Essentials”	means the Cyber Essentials certificate issued under the Cyber Essentials Scheme;
“Cyber Essentials Plus”	means the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme;
“Cyber Essentials Scheme”	means the Cyber Essentials scheme operated by the National Cyber Security Centre;
“Higher Risk Sub-contractor”	means a Sub-contractor that Processes Authority Data, where that data includes either: <ul style="list-style-type: none">(a) the Personal Data of 1000 or more individuals in aggregate during the period between the first

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Operational Service Commencement Date and the date on which this Contract terminates in accordance with Clause 4.1.2; or

- (b) any part of that data includes any of the following:
 - (i) financial information (including any tax and/or welfare information) relating to any person;
 - (ii) any information relating to actual or alleged criminal offences (including criminal records);
 - (iii) any information relating to children and/or vulnerable persons;
 - (iv) any information relating to social care;
 - (v) any information relating to a person's current or past employment; or
 - (vi) Special Category Personal Data; or
- (c) the Authority in its discretion, designates a Sub-contractor as a Higher Risk Sub-Contractor in any procurement document related to this Contract; or
- (d) the Authority considers in its discretion, that any actual or potential Processing carried out by the Sub-contractor is high risk;

“HMG Baseline Personnel Security Standard”

the HMG Baseline Personnel Security Standard at <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>; or, where the Authority has consented to the use of Supplier Personnel that are not based in the UK, its nearest equivalent in the relevant jurisdiction;

“Incident Management Process”

means the process which the Supplier shall implement immediately after it becomes aware of a Breach of Security which is intended to restore normal operations as quickly as possible, minimising any adverse impact on the Authority Data, the Authority, the Services and/or users of the Services and which shall be prepared by the Supplier in accordance with Paragraph 4 using the template set out in Annex 3;

“Information Assurance Assessment”

means the set of policies, procedures, systems and processes which the Supplier shall implement, maintain and update in accordance with Paragraph 4 in order to manage, mitigate and, where possible, avoid information security risks including cyber-attacks, hacks, data leaks, Data Loss Events and/or theft and which shall be prepared by the Supplier using the template set out in Annex 3;

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“Information Management System”	means <ul style="list-style-type: none">(a) those parts of the Supplier System, and those of the Sites, that the Supplier or its Sub-contractors will use to provide the parts of the Services that require Processing of Authority Data;(b) all elements (if any) of the Mobilising System Solution not included in (a) above; and(c) the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources);
“Information Security Approval Statement”	means a notice issued by the Authority which sets out the information risks which the Supplier has identified as being associated with using the Information Management System and confirms that: <ul style="list-style-type: none">(a) the Authority is satisfied that the identified risks have been adequately and appropriately addressed;(a) the Authority has accepted the residual risks; and(b) the Supplier may use the Information Management System to Process Authority Data;
“IS Risk Register”	is the risk register within the Information Assurance Assessment which is to be prepared and submitted to the Authority for approval in accordance with Paragraph 4;
“IT Health Check”	has the meaning given in Paragraph 7.1.1;
“Medium Risk Sub-contractor”	means a Sub-contractor that Processes Authority Data, where that data <ul style="list-style-type: none">(a) includes the Personal Data of between 100 and 999 individuals (inclusive) in the period between the first Operational Service Commencement Date and the date on which this Contract terminates in accordance with Clause 4.1.2; and(b) does not include Special Category Personal Data;
“Personal Data Breach”	has the meaning given in Data Protection Legislation;
“Process”	means any operation which is performed on data, whether or not by automated means, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission,

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dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

“Remediation Action Plan”

has the meaning given in Paragraph 7.3.3(a);

“Required Changes Register”

mean the register within the Security Management Plan which is to be maintained and updated by the Supplier and which shall record each of the changes that the Supplier shall make to the Information Management System and/or the Security Management Plan as a consequence of the occurrence of any of the events set out in Paragraph 5.2 together with the date by which such change shall be implemented and the date on which such change was implemented;

“Security Incident”

any vulnerability, virus, malware, phishing, cyberattack or other security incident which:

- (a) may or does affect the Mobilising System Solution;
- (b) may or does affect the Supplier's network and information systems (including the Supplier System) such that it could potentially or does affect the Authority or the Authority's network and information systems (including the Authority System) or the provision of the Authority's or the Fire Authorities' emergency response service; or
- (c) is reported to the Supplier by the Authority or a Fire Authority;

“Security Management Plan”

means the document prepared by the Supplier using the template in Annex 3, comprising:

- (a) the Information Assurance Assessment;
- (b) the Required Changes Register; and
- (c) the Incident Management Process;

“Special Category Personal Data”

means the categories of Personal Data set out in article 9(1) and article 10 of the UK GDPR;

“Sub-contractor Security Requirements”

means Sub-contractor Security Requirements in Annex 2, as updated from time to time by the Authority and notified to the Supplier;

2. Introduction

2.1 This Part A of this Schedule sets out:

2.1.1 the arrangements the Supplier must implement before, and comply with when,

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providing the Services and performing its other obligations under this Contract to ensure the security of the Authority Data and the Information Management System;

2.1.2 the Certification Requirements applicable to the Supplier and each of those Sub-contractors which Processes Authority Data;

2.1.3 the Baseline Security Requirements in Annex 1, with which the Supplier must comply;

2.1.4 the tests which the Supplier shall conduct on the Information Management System during the Term; and

2.1.5 the Supplier's obligations to:

(a) return or destroy Authority Data on the expiry or earlier termination of this Contract; and

(b) prevent the introduction of Malicious Software into the Supplier System and to scan for, contain the spread of, and minimise the impact of Malicious Software which is introduced into the Supplier System in Paragraph 9; and

(c) report Breaches of Security to the Authority.

2.2 The Supplier must email a copy of all notices given to the Authority under this Schedule to **[redacted under FOIA Section 43, Commercial Interests]** (or such other email address as the Authority may notify to the Supplier) and shall where appropriate also use **[redacted under FOIA Section 43, Commercial Interests]** (or such other phone number as the Authority may notify to the Supplier).

3. Principles of Security

3.1 The Supplier acknowledges that the Authority places great emphasis on the confidentiality, integrity and availability of the Authority Data and, consequently on the security of:

3.1.1 the Sites;

3.1.2 the IT Environment;

3.1.3 the Information Management System; and

3.1.4 the Services.

3.2 Notwithstanding the involvement of the Authority in assessing the arrangements which the Supplier implements to ensure the security of the Authority Data and the Information Management System, the Supplier shall be, and shall remain, responsible for:

3.2.1 the security, confidentiality, integrity and availability of the Authority Data whilst that Authority Data is under the control of the Supplier or any of its Sub-contractors; and

3.2.2 the security of the Information Management System.

3.3 The Supplier shall:

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3.3.1 comply with the Baseline Security Requirements; and

3.3.2 ensure that each Sub-contractor that Processes Authority Data complies with the Sub-contractor Security Requirements.

3.4 The Supplier shall provide the Authority with access to Supplier Personnel responsible for information assurance to facilitate the Authority's assessment of the Supplier's compliance with its obligations set out in this Schedule at reasonable times on reasonable notice.

4. Information Security Approval Statement

4.1 The Supplier must ensure that its Implementation Plan sets out in sufficient detail how it will ensure compliance with the requirements of this Schedule, including the Sub-contractor Security Requirements imposed on Sub-contractors by Annex 2, from the first Operational Service Commencement Date.

4.2 The Supplier may not use the Information Management System to Process Authority Data unless and until:

4.2.1 the Supplier has procured the conduct of an IT Health Check of the Supplier System by a CHECK Service Provider or a CREST Service Provider in accordance with Paragraph 7.1; and

4.2.2 the Authority has issued the Supplier with an Information Security Approval Statement in accordance with the process set out in this Paragraph 4.

4.3 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 and the Contract in order to ensure the security of the Authority Data and the Information Management System.

4.4 The Supplier shall prepare and submit to the Authority within 20 Working Days of the date of this Contract, the Security Management Plan, which comprises:

4.4.1 an Information Assurance Assessment;

4.4.2 the Required Changes Register; and

4.4.3 the Incident Management Process.

4.5 The Authority shall review the Supplier's proposed Security Management Plan as soon as possible and, in any event within 20 Working Days of receipt or such other timescale as agreed with the Authority and shall either issue the Supplier with:

4.5.1 an Information Security Approval Statement, which shall confirm that the Supplier may use the Information Management System to Process Authority Data; or

4.5.2 a rejection notice, which shall set out the Authority's reasons for rejecting the Security Management Plan.

4.6 If the Authority rejects the Supplier's proposed Security Management Plan, the Supplier shall take the Authority's reasons into account in the preparation of a revised Security Management Plan, which the Supplier shall submit to the Authority for review within 10 Working Days or such other timescale as agreed with the Authority.

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4.7 The Authority may require, and the Supplier shall provide the Authority and its authorised representatives with:

4.7.1 access to the Supplier Personnel;

4.7.2 access to the Information Management System to audit the Supplier and its Sub-contractors' compliance with this Contract; and

4.7.3 such other information and/or documentation that the Authority or its authorised representatives may reasonably require,

to assist the Authority to establish whether the arrangements which the Supplier and its Sub-contractors have implemented in order to ensure the security of the Authority Data and the Information Management System are consistent with the representations in the Security Management Plan. The Supplier shall provide the access required by the Authority in accordance with this Paragraph within 10 Working Days of receipt of such request, except in the case of a Breach of Security in which case the Supplier shall provide the Authority with the access that it requires within 24 hours of receipt of such request.

5. Compliance Reviews

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

5.2 The Supplier shall notify the Authority:

5.2.1 at least 5 Working Days before making a significant change to the components or architecture of the Information Management System; and

5.2.2 within 2 Working Days or such other timescale as may be agreed with the Authority after becoming aware of:

- (a) a plan to make a significant change to the components or architecture of the Information Management System;
- (b) a new risk to the components or architecture of the Information Management System;
- (c) a vulnerability to the components or architecture of the Service which is classified 'Critical', 'High', 'Important', 'Medium' or 'Moderate' in accordance with the classification methodology set out in Paragraph 9.2 of Annex 1 to this Schedule;
- (d) a change in the threat profile;
- (e) a significant change to any risk component;
- (f) a significant change in the quantity of Personal Data held within the Service;
- (g) a proposal to change any of the Sites from which any part of the Services are provided; and/or
- (h) an ISO/IEC 27001 (at least ISO/IEC 27001:2013) audit report produced

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in connection with the Certification Requirements indicates significant concerns.

provided that the Parties may agree in writing what constitutes a 'significant' change in each situation, based on the concise OED definition as meaning 'noteworthy', 'of considerable amount or effect or importance', 'not insignificant or negligible'.

5.3 Within 10 Working Days of such notifying the Authority or such other timescale as may be agreed with the Authority, the Supplier shall make the necessary changes to the Required Changes Register and submit the updated Required Changes Register the Authority for review and approval.

5.4 Where the Supplier is required to implement a change, including any change to the Information Management System, the Supplier shall effect such change at its own cost and expense.

6. Certification Requirements

6.1 The Supplier (including the Supplier Solution and the relevant Sites) shall be certified as compliant with:

6.1.1 ISO/IEC 27001 (at least ISO/IEC 27001:2013) by a UK Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013); and

6.1.2 Cyber Essentials PLUS,

and shall provide the Authority with a copy of each such certificate of compliance before the Supplier shall be permitted to receive, store or Process Authority Data.

6.2 The Supplier shall ensure that each Higher Risk Sub-contractor (including its relevant service and Sites) is certified as compliant with either:

6.2.1 ISO/IEC 27001 (at least ISO/IEC 27001:2013) by a UK Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013); or

6.2.2 Cyber Essentials PLUS,

and shall provide the Authority with a copy of each such certificate of compliance before the Higher-Risk Sub-contractor shall be permitted to receive, store or Process Authority Data.

6.3 The Supplier shall ensure that each Medium Risk Sub-contractor (including its relevant service and Sites) is certified compliant with Cyber Essentials.

6.4 The Supplier shall ensure that the Supplier and each Sub-contractor who is responsible for the secure destruction of Authority Data:

6.4.1 securely destroys Authority Data only on or from Sites which are included within the scope of an existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013 (as updated from time to time));

6.4.2 should satisfy the Authority that their data destruction/deletion practices comply

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with UK GDPR requirements and follows all relevant NCSC guidance; and

- 6.4.3 must maintain an asset register of all Authority supplied information, data and equipment to ensure those Authority assets are, at the Authority's option, returned and/or deleted.
- 6.5 The Supplier shall provide the Authority with evidence of its and its Sub-contractor's compliance with the requirements set out in this Paragraph 6 before the Supplier or the relevant Sub-contractor (as applicable) may carry out the secure destruction of any Authority Data.
- 6.6 The Supplier shall notify the Authority as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier or any Sub-contractor ceases to be compliant with the Certification Requirements and, on request from the Authority, shall or shall procure that the relevant Sub-contractor shall:
 - 6.6.1 immediately ceases using the Authority Data; and
 - 6.6.2 procure that the relevant Sub-contractor promptly returns, destroys and/or erases the Authority Data in accordance with the requirements set out in this Paragraph.
- 6.7 The Authority may agree to exempt, in whole or part, the Supplier or any Sub-contractor from the requirements of this Paragraph 6. Any exemption must be in writing to be effective. The Supplier must include the exemption in the Security Management Plan.

7. Security Testing

- 7.1 The Supplier shall, at its own cost and expense procure and conduct:
 - 7.1.1 testing of the Information Management System by a CHECK Service Provider or a CREST Service Provider ("IT Health Check"); and
 - 7.1.2 such other security tests as may be reasonably required by the Authority, and where additional scope is required by the Authority, agreed with the Supplier.
- 7.2 The Supplier shall:
 - 7.2.1 complete all of the above security tests before:
 - (a) the Supplier submits the Security Management Plan to the Authority for review in accordance with Paragraph 4; and
 - (b) the Supplier is given permission by the Authority to Process or manage any Authority Data; and
 - 7.2.2 repeat the IT Health Check not less than once every 12 months during the Term and submit the results of each such test to the Authority for review in accordance with this Paragraph.
- 7.3 In relation to each IT Health Check, the Supplier shall:
 - 7.3.1 agree with the Authority the aim and scope of the IT Health Check;
 - 7.3.2 promptly, and no later than 10 Working Days, following the receipt of each IT Health Check report, provide the Authority with a copy of the full report;

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7.3.3 in the event that the IT Health Check report identifies any vulnerabilities, the Supplier shall:

- (a) prepare a remedial plan for approval by the Authority (each a **“Remediation Action Plan”**) which sets out in respect of each vulnerability identified in the IT Health Check report:
 - (i) how the vulnerability will be remedied;
 - (ii) unless otherwise agreed in writing between the Parties, the date and time by which the vulnerability was or will be remedied, which must be, unless otherwise agreed on a vulnerability by vulnerability basis between the Supplier and the Authority (both acting reasonably):
 - (A) within 5 Working Days of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of “medium”, “moderate”, “low” or “none”;
 - (B) within 72 hours of the date and time the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of “high” or “important”; and
 - (D) within 4 hours of the date and time the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of “critical” (unless it is a zero day vulnerability in which case it must be remedied immediately and in any event within 4 hours);
 - (iii) the tests which the Supplier shall perform or procure to be performed (which may, at the discretion of the Authority, include a further IT Health Check) to confirm that the vulnerability has been remedied;
- (b) comply with the Remediation Action Plan; and
- (c) conduct such further tests on the Services as are required by the Remediation Action Plan to confirm that the Remediation Action Plan has been complied with.

7.4 The Supplier shall ensure that any testing which could adversely affect the Supplier System shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such tests shall be agreed in advance with the Authority.

7.5 If any testing conducted by or on behalf of the Supplier identifies a new risk, new threat, vulnerability or exploitation technique that has the potential to affect the security of the Information Management System, the Supplier shall apply any available security patch immediately and in any event within 4 hours and shall also, within 2 Working Days of becoming aware of such risk, threat, vulnerability or exploitation technique provide the Authority with a copy of the test report and:

7.5.1 propose interim mitigation measures to vulnerabilities in the Information

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Management System known to be exploitable where a security patch is not immediately available; and

- 7.5.2 where and to the extent applicable, remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the Supplier System) within the timescales set out in the test report or such other timescales as may be agreed with the Authority.
- 7.6 The Supplier shall conduct such further tests of the Supplier System as may reasonably be required by the Authority from time to time to demonstrate compliance with its obligations set out this Schedule and the Contract.
- 7.7 The Supplier shall notify the Authority immediately if it fails to, or believes that it will not, mitigate the vulnerability within the timescales set out in Paragraph 7.3.
- 7.8 In this Schedule (and where applicable, elsewhere in the Contract):
 - 7.8.1 any reference to the immediate, 4 hour and/or 72 hour timescales for remedying vulnerabilities (applying patches) shall be measured during Operational Hours; and
 - 7.8.2 if Service Downtime is necessary to apply the patch, the Supplier shall obtain the Authority's prior approval to that Service Downtime before remedying the vulnerability; and the timescales above shall run from the date and time of the Authority's prior approval.

8. Security Monitoring and Reporting

- 8.1 The Supplier shall:
 - 8.1.1 monitor the delivery of assurance activities;
 - 8.1.2 maintain and update the Security Management Plan in accordance with Paragraph 5;
 - 8.1.3 agree a document which presents the residual security risks to inform the Authority's decision to give approval to the Supplier to Process and transit the Authority Data;
 - 8.1.4 monitor security risks impacting upon the operation of the Service;
 - 8.1.5 report Breaches of Security in accordance with the approved Incident Management Process;
 - 8.1.6 agree with the Authority the frequency and nature of the security reports to be prepared and submitted by the Supplier to the Authority within 20 Working Days of Effective Date.

9. Malicious Software

- 9.1 The Supplier shall install and maintain Anti-Malicious Software or procure that Anti-Malicious Software is installed and maintained on any part of the Information Management System which may Process Authority Data and ensure that such Anti-Malicious Software is configured to perform automatic software and definition updates as

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well as regular scans of the Information Management System to check for and prevent the introduction of Malicious software, or where Malicious Software has been introduced into the Information Management System, to identify, contain the spread of, and minimise the impact of Malicious Software.

- 9.2 If Malicious Software is found, the parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Authority Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.
- 9.3 Any cost arising out of the actions of the parties taken in compliance with the provisions of Paragraph 9.2 shall be borne by the parties as follows:
- 9.3.1 by the Authority where the Malicious Software has been introduced to the Information Management System by the Authority or from the Authority System, unless the Authority can demonstrate that the Malicious Software was introduced due to a breach of Contract by the Supplier or another act or omission of the Supplier or its Sub-contractors; and
- 9.3.2 by the Supplier, in any other circumstance.

10. Breach of Security

- 10.1 If either party becomes aware of a Breach of Security it shall notify the other in accordance with the Incident Management Process.
- 10.2 The Incident Management Process shall, as a minimum, require the Supplier to do the following upon it becoming aware of a Breach of Security or attempted Breach of Security:
- 10.2.1 Immediately take all reasonable steps necessary to:
- (a) minimise the extent of actual or potential harm caused by such Breach of Security;
 - (b) remedy such Breach of Security to the extent possible;
 - (c) apply a tested mitigation against any such Breach of Security; and
 - (d) prevent a further Breach of Security in the future which exploits the same root cause failure;
- 10.2.2 as soon as reasonably practicable and, in any event, within 2 Working Days, following the Breach of Security or attempted Breach of Security, provide to the Authority full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Authority.
- 10.3 In the event that any action is taken in response to a Breach of Security or attempted Breach of Security as a result of non-compliance by the Supplier, its Sub-contractors and/or all or any part of the Information Management System with this Contract, then such remedial action shall be completed at no additional cost to the Authority.

Annex 1: Baseline Security Requirements

1. Security Classification of Information⁶

- 1.1 If the provision of the Services requires the Supplier to Process Authority Data which is classified as:
 - 1.1.1 OFFICIAL-SENSITIVE⁷, the Supplier shall implement such additional measures as agreed with the Authority from time to time in order to ensure that such information is safeguarded in accordance with the applicable Standards; and/or
 - 1.1.2 SECRET or TOP SECRET, the Supplier shall only do so where it has notified the Authority prior to receipt of such Authority Data and the Supplier shall implement additional measures as agreed with the Authority from time to time in order to ensure that such information is safeguarded in accordance with the applicable Standards.

2. End User Devices

- 2.1 The Supplier must manage, and must ensure that all Sub-contractors manage, all end-user devices (including mobile phones, tablets, laptops, desktops, and other connected devices, as may be identified in relevant guidance from time to time produced by the NCSC (National Cyber Security Centre) or its successor) used by the Supplier on which Authority Data is Processed in accordance the following requirements:
 - 2.1.1 the operating system and any applications that Process or have access to Authority Data must be in current support by the vendor, or the relevant community in the case of Open Source operating systems or applications;
 - 2.1.2 users must authenticate before gaining access;
 - 2.1.3 all Authority Data must be encrypted using an encryption tool agreed to by the Authority;
 - 2.1.4 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;
 - 2.1.5 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 Authority Data;
 - 2.1.6 the Supplier or Sub-contractor, as applicable, can, without physical access to the end-user device, remove or make inaccessible all Authority Data on the device and prevent any user or group of users from accessing the device;

⁶ <https://www.gov.uk/government/publications/government-security-classifications/government-security-classifications-policy-html> - The administrative system uses three classification tiers (OFFICIAL, SECRET and TOP SECRET)

⁷ <https://www.gov.uk/guidance/official-sensitive-data-and-it> - 'OFFICIAL-SENSITIVE' is not a classification. 'Sensitive' is a handling caveat for a small subset of information marked OFFICIAL that require special handling by staff.

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- 2.1.7 all end-user devices are within in the scope of any current Cyber Essentials Plus certificate held by the Supplier, or any ISO/IEC 27001 (at least ISO/IEC 27001:2013) certification issued by a UKAS-approved certification body, where the scope of that certification includes the Services.
- 2.2 The Supplier must comply, and ensure that all Sub-contractors comply, with the recommendations in NCSC Device Guidance, as updated, amended or replaced from time to time, as if those recommendations were incorporated as specific obligations under this Agreement.
- 2.3 Where there any conflict between the requirements of this Schedule 5 (*Security Management*) and the requirements of the NCSC Device Guidance, the requirements of this Schedule will take precedence.

3. Encryption

- 3.1 The Supplier must ensure, and must ensure that all Sub-contractors ensure, that Authority Data is encrypted:
 - 3.1.1 when stored at any time when no operation is being performed on it; and
 - 3.1.2 when transmitted.
- 3.2 Where the Supplier, or a Sub-contractor, cannot encrypt Authority Data the Supplier must:
 - 3.2.1 immediately inform the Authority of the subset or subsets of Authority Data it cannot encrypt and the circumstances in which and the reasons why it cannot do so;
 - 3.2.2 provide details of the protective measures the Supplier or Sub-contractor (as applicable) proposes to take to provide equivalent protection to the Authority as encryption; and
 - 3.2.3 provide the Authority with such information relating to the Authority Data concerned, the reasons why that Authority Data cannot be encrypted and the proposed protective measures as the Authority may require.
- 3.3 The Authority, the Supplier and, where the Authority requires, any relevant Sub-contractor shall meet to agree appropriate protective measures for the unencrypted Authority Data.
- 3.4 Where the Authority and Supplier reach agreement, the Supplier must update the Security Management Plan to include:
 - 3.4.1 the subset or subsets of Authority Data not encrypted and the circumstances in which that will occur; and
 - 3.4.2 the protective measure that the Supplier and/or Sub-contractor will put in place in respect of the unencrypted Authority Data.
- 3.5 Where the Authority and Supplier do not reach agreement within 40 Working Days of the date on which the Supplier first notified the Authority that it could not encrypt certain Authority Data, including discussion of the matter under Schedule 21 (*Governance*),

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either party may refer the matter to be determined in accordance with the Dispute Resolution Procedure.

4. Personnel Security

- 4.1 All Supplier Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record.
- 4.2 The Authority and the Supplier shall review the roles and responsibilities of the Supplier Personnel who will be involved in the management and/or provision of the Services in order to enable the Authority to determine which roles require additional vetting and a specific national security vetting clearance (e.g. a Counter Terrorist Check; a Security Check). Roles which are likely to require additional vetting and a specific national security vetting clearance include system administrators whose role would provide those individuals with privileged access to IT systems which Process Authority Data or data which, if it were Authority Data, would be classified as OFFICIAL-SENSITIVE.
- 4.3 The Supplier shall not permit Supplier Personnel who fail the security checks required by Paragraphs 4.1 and 4.2 to be involved in the management and/or provision of the Services except where the Authority has expressly agreed in writing to the involvement of the named individual in the management and/or provision of the Services.
- 4.4 The Supplier shall ensure that Supplier Personnel are only granted such access to Authority Data as is necessary to enable the Supplier Personnel to perform their role and to fulfil their responsibilities.
- 4.5 The Supplier shall ensure that Supplier Personnel who no longer require access to the Authority Data (e.g. they cease to be employed by the Supplier or any of its Sub-contractors), have their rights to access the Authority Data revoked within 1 Working Day.
- 4.6 The Supplier shall ensure that Supplier Personnel that have access to the Sites, the IT Environment or the Authority Data receive regular training on security awareness that reflects the degree of access those individuals have to the Sites, the IT Environment or the Authority Data.
- 4.7 The Supplier shall ensure that the training provided to Supplier Personnel under Paragraph 4.6 includes training on the identification and reporting fraudulent communications intended to induce individuals to disclose Personal Data or any other information that could be used, including in combination with other Personal Data or information, or with other techniques, to facilitate unauthorised access to the Sites, the IT Environment or the Authority Data ("phishing").

5. Identity, Authentication and Access Control

- 5.1 The Supplier shall operate an access control regime to ensure:
 - 5.1.1 all users and administrators of the Supplier System are uniquely identified and authenticated when accessing or administering the Services; and

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5.1.2 all persons who access the Sites are identified and authenticated before they are allowed access to the Sites.

5.2 The Supplier shall apply the 'principle of least privilege' when allowing persons access to the Supplier System and Sites so that such persons are allowed access only to those parts of the Sites and the Supplier System they require.

5.3 The Supplier shall retain records of access to the Sites and to the Supplier System and shall make such record available to the Authority on request.

6. Data Destruction or Deletion

6.1 The Supplier shall:

6.1.1 prior to securely sanitising any Authority Data or when requested the Supplier shall provide the Authority with all Authority Data in an agreed format provided it is secure and readable;

6.1.2 have documented processes to ensure the availability of Authority Data in the event of the Supplier ceasing to trade;

6.1.3 securely erase in a manner agreed with the Authority any or all Authority Data held by the Supplier when requested to do so by the Authority and certify to the Authority that it has done so unless and to the extent required by Law to retain it other than in relation to Authority Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers;

6.1.4 securely destroy in a manner agreed with the Authority all media that has held Authority Data at the end of life of that media in accordance with any specific requirements in this Contract and, in the absence of any such requirements, as agreed by the Authority other than in relation to Authority Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers; and

6.1.5 implement processes which address the NPSA and NCSC guidance on secure sanitisation (or those of successor organisations).

7. Audit and Protective Monitoring

7.1 The Supplier shall collect audit records which relate to security events in the Information Management System or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the Information Management System, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority Data.

7.2 The Supplier and the Authority shall work together to establish any additional audit and monitoring requirements for the Information Management System.

7.3 The retention periods for audit records and event logs must be agreed with the Authority and documented in the Security Management Plan.

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8. Location of Authority Data

- 8.1 The Supplier shall not and shall procure that none of its Sub-contractors Process Authority Data outside the UK without the prior written consent of the Authority, which may be subject to conditions.

9. Vulnerabilities and Corrective Action

- 9.1 The Authority and the Supplier acknowledge that from time to time vulnerabilities in the Information Management System will be discovered which unless mitigated will present an unacceptable risk to the Authority Data.
- 9.2 The severity of vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important', 'Medium' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the Security Management Plan and using the appropriate vulnerability scoring systems including:
- 9.2.1 The NIST 'National Vulnerability Database' 'Vulnerability Severity Ratings': as at the Effective Date, these are 'Critical', 'High', 'Medium', 'Low' and 'None' respectively (these in turn are aligned to CVSS scores as set out by NIST at <http://nvd.nist.gov/cvss.cfm>); and
- 9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', 'Moderate' and 'Low' respectively, provided that all 'zero day' vulnerabilities shall be categorised as 'Critical', all as illustrated below:

	Critical	High	Medium	Other
NIST category	Critical	High	Medium	Low & None
Microsoft rating	Critical	Important	Moderate	Low

- 9.3 Subject to Paragraph 9.4, the Supplier shall procure the application of security patches to vulnerabilities in the Information Management System within:
- 9.3.1 4 hours (at most: should be immediately) after the public release of patches for zero day vulnerabilities categorised as 'Critical' and 4 hours after the public release of patches for all other vulnerabilities categorised as 'Critical';
- 9.3.2 72 hours after the public release of patches for those vulnerabilities categorised as 'Important' or 'High';
- 9.3.3 5 Working Days after the public release of patches for those vulnerabilities categorised as 'Medium' or 'Moderate'; and
- 9.3.4 5 Working Days after the public release of patches for those vulnerabilities categorised as 'Other' or 'Low' or 'None', as illustrated below:

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Zero day Critical	Other Critical	High	Medium	Other
Immediately and in any event within 4 hours	4 hours	72 hours	5 Working Days	5 Working Days

- 9.4 The timescales for applying patches to vulnerabilities in the Information Management System set out in Paragraph 9.3 shall be extended where:
- 9.4.1 the Supplier can demonstrate that a vulnerability in the Information Management System is not exploitable within the context of the Services (e.g. because it resides in a Software component which is not involved in running in the Services) provided such vulnerabilities shall be remedied by the Supplier within the timescales set out in Paragraph 9.3 if the vulnerability becomes exploitable within the context of the Services;
- 9.4.2 the application of a ‘Critical’ or ‘Important’ security patch adversely affects the Supplier’s ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Authority; or
- 9.4.3 the Authority agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the Security Management Plan.
- 9.5 The Security Management Plan shall include provisions for major version upgrades of all COTS Software to be kept up to date such that all COTS Software are always in mainstream support throughout the Term unless otherwise agreed by the Authority in writing. All COTS Software should be no more than N-1 versions behind the latest software release.

10. Secure Architecture

- 10.1 The Supplier shall design the Information Management System in accordance with:
- 10.1.1 the NCSC “Security Design Principles for Digital Services”, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main>;
- 10.1.2 the NCSC “Bulk Data Principles”, a copy of which can be found at <https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main>; and
- 10.1.3 the NCSC “Cloud Security Principles”, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles> and which are summarised below:
- (a) “Cloud Security Principle 1: data in transit protection” which, amongst other matters, requires that user data transiting networks should be adequately protected against tampering and eavesdropping;
- (b) “Cloud Security Principle 2: asset protection and resilience” which, amongst other matters, requires that Authority Data (including credentials, configuration data, derived metadata and logs), and the assets storing or

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processing it, should be adequately protected against physical tampering, loss, damage or seizure;

- (c) “Cloud Security Principle 3: separation between customers” which, amongst other matters, requires the use of separation techniques to ensure that a customer's service can't access or affect the service or data of another;
- (d) “Cloud Security Principle 4: governance framework” which, amongst other matters, requires that the Supplier should have a security governance framework which coordinates and directs its management of the Services and information within it;
- (e) “Cloud Security Principle 5: operational security” which, amongst other matters, requires that the Services need to be operated and managed securely in order to impede, detect or prevent a Breach of Security;
- (f) “Cloud Security Principle 6: personnel security” which, amongst other matters, requires that where Supplier Personnel have access to Authority Data and/or the Authority System that those personnel be subject to appropriate security screening and regular security training;
- (g) “Cloud Security Principle 7: secure development” which, amongst other matters, requires that the Services be designed and developed to identify and mitigate threats to their security;
- (h) “Cloud Security Principle 8: supply chain security” which, amongst other matters, requires the Supplier to ensure that appropriate security controls are in place with its Sub-contractors and other suppliers;
- (i) “Cloud Security Principle 9: secure user management” which, amongst other matters, requires the Supplier to make the tools available for the Authority to securely manage the Authority's use of the Services;
- (j) “Cloud Security Principle 10: identity and authentication” which, amongst other matters, requires the Supplier to implement appropriate controls in order to ensure that access to Service interfaces is constrained to authenticated and authorised individuals;
- (k) “Cloud Security Principle 11: external interface protection” which, amongst other matters, requires that all external or less trusted interfaces with the Services (including the Information Management System) should be identified and appropriately defended;
- (l) “Cloud Security Principle 12: secure service administration” which, amongst other matters, requires that any ICT system which is used for administration of a cloud service will have highly privileged access to that ICT system/service;
- (m) “Cloud Security Principle 13: audit information for users” which, amongst other matters, requires the Supplier to be able to provide the Authority with the logs/audit records it needs to monitor access to the Services and the Authority Data held within the Services and to provide alerts to the Authority

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when the Supplier and/or its Sub-contractors detects attacks; and

- (n) “Cloud Security Principle 14: secure use of the service” which, amongst other matters, requires the Supplier to make it easy for the Authority to meet its responsibility to adequately protect Authority Data.

Annex 2: Security Requirements for Sub-Contractors

1. Application of Annex 2

- 1.1 This Annex 2 applies to all Sub-contractors that Process Authority Data.
- 1.2 The Supplier must:
 - 1.2.1 ensure that those Sub-contractors comply with the provisions of this Annex 2;
 - 1.2.2 keep sufficient records to demonstrate that compliance to the Authority; and
 - 1.2.3 ensure that its Implementation Plan includes Deliverable Items, Milestones and Milestone Dates that relate to the design, implementation and management of any systems used by Sub-contractors to Process Authority Data.

2. Designing and managing secure solutions

- 2.1 The Sub-contractor shall implement their solution(s) to mitigate the security risks in accordance with the NCSC's Cyber Security Design Principles <https://www.ncsc.gov.uk/collection/cyber-security-design-principles>.
- 2.2 The Sub-contractor must assess their systems against the NCSC Cloud Security Principles: <https://www.ncsc.gov.uk/collection/cloud-security?curPage=/collection/cloud-security/implementing-the-cloud-security-principles> at their own cost and expense to demonstrate that the people, process, technical and physical controls have been delivered in an effective way. The Sub-contractor must document that assessment and make that documentation available to the Authority on the Authority's request.

3. Data Processing, Storage, Management and Destruction

- 3.1 The Sub-contractor must not Process any Authority Data outside the UK. The Authority may permit the Sub-contractor to Process Authority Data outside the UK and may impose conditions on that permission, with which the Sub-contractor must comply. Any permission must be in writing to be effective.
- 3.2 The Sub-contractor must when requested to do so by the Authority:
 - 3.2.1 securely destroy Authority Data only on Sites which are included within the scope of an existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013);
 - 3.2.2 satisfy the Authority that their data destruction/deletion practices comply with UK GDPR requirements and follows all relevant NCSC guidance; and
 - 3.2.3 maintain an asset register of all Authority supplied information, data and equipment to ensure those Authority assets are, at the Authority's option, returned and/or deleted.

4. Personnel Security

- 4.1 The Sub-contractor must perform appropriate checks on their staff before they may participate in the provision and or management of the Services. Those checks must include all pre-employment checks required by the HMG Baseline Personnel Security

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Standard including: verification of the individual's identity; verification of the individual's nationality and immigration status; verification of the individual's employment history; and verification of the individual's criminal record.

- 4.2 The Sub-contractor must, if the Authority requires, at any time, ensure that one or more of the Sub-contractor's staff obtains Security Check clearance in order to Process Authority Data containing Personal Data above certain volumes specified by the Authority, or containing Special Category Personal Data.
- 4.3 Any Sub-contractor staff who will, when performing the Services, have access to a person under the age of 18 years must undergo Disclosure and Barring Service checks.

5. End User Devices

- 5.1 The Supplier must manage, and must ensure that all Sub-contractors manage, all end-user devices (including mobile phones, tablets, laptops, desktops, and other connected devices, as may be identified in relevant guidance from time to time produced by the NCSC (National Cyber Security Centre) or its successor) used by the Supplier on which Authority Data is Processed in accordance the following requirements:
 - 5.1.1 the operating system and any applications that Process or have access to Authority Data must be in current support by the vendor, or the relevant community in the case of Open Source operating systems or applications;
 - 5.1.2 users must authenticate before gaining access;
 - 5.1.3 all Authority Data must be encrypted using an encryption tool agreed to by the Authority;
 - 5.1.4 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;
 - 5.1.5 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 Authority Data;
 - 5.1.6 the Supplier or Sub-contractor, as applicable, can, without physical access to the end-user device, remove or make inaccessible all Authority Data on the device and prevent any user or group of users from accessing the device;
 - 5.1.7 all end-user devices are within in the scope of any current Cyber Essentials Plus certificate held by the Supplier, or any ISO/IEC 27001 (at least ISO/IEC 27001:2013) certification issued by a UKAS-approved certification body, where the scope of that certification includes the Services.
- 5.2 The Supplier must comply, and ensure that all Sub-contractors comply, with the recommendations in NCSC Device Guidance, as updated, amended or replaced from time to time, as if those recommendations were incorporated as specific obligations under this Agreement.
- 5.3 Where there any conflict between the requirements of this Schedule 5 (*Security Management*) and the requirements of the NCSC Device Guidance, the requirements of this Schedule will take precedence.

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6. Encryption

- 6.1 The Supplier must ensure, and must ensure that all Sub-contractors ensure, that Authority Data is encrypted:
 - 6.1.1 when stored at any time when no operation is being performed on it; and
 - 6.1.2 when transmitted.
- 6.2 Where the Supplier, or a Sub-contractor, cannot encrypt Authority Data the Supplier must:
 - 6.2.1 immediately inform the Authority of the subset or subsets of Authority Data it cannot encrypt and the circumstances in which and the reasons why it cannot do so;
 - 6.2.2 provide details of the protective measures the Supplier or Sub-contractor (as applicable) proposes to take to provide equivalent protection to the Authority as encryption; and
 - 6.2.3 provide the Authority with such information relating to the Authority Data concerned, the reasons why that Authority Data cannot be encrypted and the proposed protective measures as the Authority may require.
- 6.3 The Authority, the Supplier and, where the Authority requires, any relevant Sub-contractor shall meet to agree appropriate protective measures for the unencrypted Authority Data.
- 6.4 Where the Authority and Supplier reach agreement, the Supplier must update the Security Management Plan to include:
 - 6.4.1 the subset or subsets of Authority Data not encrypted and the circumstances in which that will occur; and
 - 6.4.2 the protective measure that the Supplier and/or Sub-contractor will put in place in respect of the unencrypted Authority Data.
- 6.5 Where the Authority and Supplier do not reach agreement within 40 Working Days of the date on which the Supplier first notified the Authority that it could not encrypt certain Authority Data, including discussion of the matter under Schedule 21 (*Governance*), either party may refer the matter to be determined in accordance with the Dispute Resolution Procedure.

7. Patching and Vulnerability Scanning

- 7.1 The Sub-contractor must proactively monitor supplier vulnerability websites and ensure all necessary patches and upgrades are applied to maintain security, integrity and availability in accordance with the NCSC Cloud Security Principles.

8. Third Party Sub-contractors

- 8.1 The Sub-contractor must not transmit or disseminate the Authority Data to any other person unless specifically authorised by the Authority. Such authorisation must be in writing to be effective and may be subject to conditions.

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- 8.2 The Sub-contractor must not, when performing any part of the Services, use any software to Process the Authority Data where the licence terms of that software purport to grant the licensor rights to Process the Authority Data greater than those rights strictly necessary for the use of the software.

Annex 3: Security Management Plan Template

Security Management Plan Template

[Project/Service and Supplier Name]

1. Executive Summary

[This section should contain a brief summary of the business context of the system, any key IA controls, the assurance work done, any offshoring considerations and any significant residual risks that need acceptance.]

2. System Description

2.1 Background

[A short description of the project/product/system. Describe its purpose, functionality, aim and scope.]

2.2 Organisational Ownership/Structure

[Who owns the system and operates the system and the organisational governance structure. This should include how any ongoing security management is integrated into the project governance e.g. how a Security Working Group reports to the project board.]

2.3 Information assets and flows

[The information assets processed by the system which should include a simple high level diagram on one page. Include a list of the type and volumes of data that will be processed, managed and stored within the supplier system. If personal data, please include the fields used such as name, address, department DOB, NI number etc.]

2.4 System Architecture

[A description of the physical system architecture, to include the system management. A diagram will be needed here]

2.5 Users

[A brief description of the system users, to include HMG users as well as any service provider users and system managers. If relevant, security clearance level requirements should be included.]

2.6 Locations

[Where the data assets are stored and managed from. If any locations hold independent security certifications (e.g. ISO27001 (at least ISO/IEC 27001:2013) these should be noted. Any offshoring considerations should be detailed.]

2.7 Test and Development Systems

[Include information about any test and development systems, their locations and whether they contain live system data.]

2.8 Key roles and responsibilities

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[A brief description of the lead security roles such as that of the SIRO, IAO, Security manager, Accreditor]

3. Risk Assessment

3.1 Accreditation/Assurance Scope

[This section describes the scope of the Accreditation/Assurance for the system. The scope of the assurance assessment should be clearly indicated, with components of the architecture upon which reliance is placed but assurance will not be done clearly shown e.g. a cloud hosting service. A logical diagram should be used along with a brief description of the components.]

3.2 Risk appetite

[A risk appetite should be agreed with the SRO and included here.]

3.3 Business impact assessment

[A description of the information assets and the impact of their loss or corruption (e.g. large amounts of Official Sensitive personal data the loss of which would be severely damaging to individuals, embarrassing to HMG, and make HMG liable to ICO investigations) in business terms should be included. This section should cover the impact on loss of confidentiality, integrity and availability of the assets. The format of this assessment may be dependent on the risk assessment method chosen.]

3.4 Risk assessment

[The content of this section will depend on the risk assessment methodology chosen and for Part B should contain the output of the formal information risk assessment in a prioritised list using business language. Experts on the system and business process should have been involved in the risk assessment to ensure the formal risk methodology used has not missed out any risks. The example table below should be used as the format to identify the risks and document the controls used to mitigate those risks.]

Risk ID	Inherent risk	Inherent risk level	Vulnerability	Controls	Residual risk level	Lessons learned
R1	Internet attackers could hack the system.	Medium	The service systems are exposed to the internet via the web portal.	C1: Internet-facing firewalls C2: Internet-facing IP whitelist C3: System hardening C4: Protective monitoring C5: Application access control C16: Anti-virus for incoming files	Very low	

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Risk ID	Inherent risk	Inherent risk level	Vulnerability	Controls	Residual risk level	Lessons learned
				C54: Files deleted when processed C59: Removal of departmental identifier		
R2	Remote attackers could intercept or disrupt information crossing the internet.	Medium	File sharing with organisations across the internet.	C9: TLS communications C10: PGP file-sharing	Very low	
R3	Internal users could maliciously or accidentally alter bank details.	Medium-High	Users bank details can be altered as part of the normal business function.	C12. System administrators hold SC clearance. C13. All changes to user information are logged and audited. C14. Letters are automatically sent to users' home addresses when bank details are altered. C15. Staff awareness training	Low	

3.5 Controls

[The controls listed above to mitigate the risks identified should be detailed. There should be a description of each control, further information and configuration details where relevant, and an assessment of the implementation status of, and assurance in, the control. A sample layout is included below.]

ID	Control title	Control description	Further information and assurance status
C1	Internet-facing firewalls	Internet-facing firewalls are in place between the internet and the system, which restrict access from the internet to the required ports only.	Assured via ITHC ⁸ firewall rule check

⁸ IT Health Check

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ID	Control title	Control description	Further information and assurance status
C2	Internet-facing IP whitelist	An IP whitelist is in place for all access from the internet.	Assured via ITHC
C15	Staff awareness training	All staff must undertake annual security awareness training and this process is audited and monitored by line managers.	Assured as part of ISO/IEC 27001 (at least ISO/IEC 27001:2013) certification

3.6 Residual risks and actions

[A summary of the residual risks which are likely to be above the risk appetite stated after all controls have been applied and verified should be listed with actions and timescales included.]

4. In-service controls

4.1 [This section should describe the controls relating to the information lifecycle, including development, testing, in-service, termination and on-going risk management and accreditation assurance. Details of any formal assurance requirements specified in the contract such as security CHECK testing or maintained ISO/IEC 27001 (at least ISO/IEC 27001:2013) certification should be included. This section should include at least:

4.1.1 information risk management and timescales and triggers for a review;

4.1.2 contractual patching requirements and timescales for the different priorities of patch;

4.1.3 protective monitoring arrangements to include how anomalous behaviour is identified and acted upon as well as how logging and auditing of user activity is done;

4.1.4 configuration and change management;

4.1.5 incident management;

4.1.6 vulnerability management, using the approach set out in Paragraph 9 (Vulnerabilities and Corrective Action) of the Baseline Security Requirements, tables set out below:

	Critical	High	Medium	Other
NIST category	Critical	High	Medium	Low & None
Microsoft rating	Critical	Important	Moderate	Low

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Zero day Critical	Other Critical	High	Medium	Other
Immediately and in any event within 4 hours	4 hours	72 hours	5 Working Days	5 Working Days

4.1.7 user access management; and

4.1.8 data sanitisation and disposal.]

5. Security Operating Procedures (SyOPs)

5.1 [If needed any SyOps requirements should be included and referenced here.]

6. Major Hardware and Software and end of support dates

6.1 [This should be a table which lists the end of support dates for hardware and software products and components. An example table is shown below.]

Name	Version	End of mainstream Support/ Extended Support	Notes/RAG Status
Server Host	HP XXXX	Feb 2027/ March 2029	

7. Incident Management Process

7.1 [The Supplier's process, as agreed with the Authority, should be included here. It must as a minimum include the protocol for how and when incidents will be reported to the Authority and the process that will be undertaken to mitigate the incidents and investigate the root cause.]

8. Security Requirements for User Organisations

8.1 [Any security requirements for connecting organisations or departments should be included or referenced here.]

9. Required Changes Register

9.1 [The table below shows the headings for the Required Changes Register which should be maintained and used to update the contents of this document at least annually.]

Ref	Section	Change	Agreed With	Date agreed	Documentation update	Status
1	6.4	A new Third Party supplier XXXX will be performing the print capability.	Authority name	11/11/2024	Jul-2025	Open

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10. Sub-contractors

10.1 [This should include a table which shows for each Sub-contractor their name, the function that they are performing, the data and data volume being processed, the location, and their certification status]

11. Annex A. ISO/IEC 27001 (at least ISO/IEC 27001:2013) and Cyber Essential Plus certificates

11.1 [Any certifications relied upon should have their certificates included]

12. Annex B. Cloud Security Principles assessment

12.1 [A spreadsheet may be attached]

13. Annex C. Protecting Bulk Data assessment if required by the Authority

13.1 [A spreadsheet may be attached]

14. Annex D. Latest ITHC report and Remediation Action Plan

14.1 [A spreadsheet may be attached]

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Part B: Security Accreditation

Not used.

Schedule 6

Insurance Requirements

Schedule 6: Insurance Requirements

1. Obligation to Maintain Insurances

- 1.1 Without prejudice to its obligations to the Authority under this Contract, including its indemnity and liability obligations, the Supplier shall for the periods specified in this Schedule take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 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 date on which the relevant risk commences.
- 1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (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.
- 1.3 The Insurances shall be taken out and maintained with insurers who are:
 - 1.3.1 of good financial standing;
 - 1.3.2 appropriately regulated;
 - 1.3.3 regulated by the applicable regulatory body and is in good standing with that regulator; and
 - 1.3.4 except in the case of any Insurances provided by an Affiliate of the Supplier, of good repute in the international insurance market.
- 1.4 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Contract and for which the Supplier is legally liable or, provided that the Authority consents in writing in advance (following receipt from the Supplier of evidence satisfactory to the Authority that an additional insured would provide an equivalent level of protection to an indemnity to principals clause), the Supplier shall add the Authority as an additional insured to the public and products liability policy.

2. General Obligations

- 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 the Services 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.

Schedule 6 (Insurance Requirements)

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3. Failure to Insure

- 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 any of the Insurances or maintain any of the Insurances in full force and effect, the Authority may elect (but shall not be obliged) following at least one Month's prior written notice to the Supplier to purchase the relevant Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of Insurances

- 4.1 The Supplier shall upon the Effective Date and within 15 Working Days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Contract.

5. Insurance for 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 an amount or amounts that are significant in the opinion of the Authority for any matters that are not related to the Services and/or the Contract, 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, the Supplier shall promptly notify the Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity specified in this Schedule.

6. Cancellation

- 6.1 Subject to Paragraph 7.2, the Supplier shall use reasonable endeavours to notify the Authority in writing at least 5 Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 Without prejudice to the Supplier's obligations under Paragraph 4, Paragraph 6.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule.

7. Insurance Claims, Premiums and Deductibles

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services and/or this Contract, the Supplier shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.

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- 7.2 The Supplier shall maintain a register of all claims under the Insurances in connection with this Contract and shall allow the Authority to review such register at any time.
- 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 Authority 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: Insurance Claim Notification

Except where the Authority is the claimant party, the Supplier shall give the Authority notice within 20 Working Days after any insurance claim in excess of £100,000 relating to or arising out of the provision of the Services 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 Authority) full details of the incident giving rise to the claim.

Part B: Third Party Public and Products Liability Insurance

1. Insured

1.1 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 Services and in connection with this Contract.

3. Limit of indemnity

3.1 Not less than ten million pounds (£10,000,000) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but ten million pounds (£10,000,000) in the aggregate per annum in respect of products liability.

4. Territorial limits

United Kingdom

5. Period of insurance

5.1 From the date of this Contract for the Term and renewable on an annual basis unless agreed otherwise by the Authority in writing.

6. Cover features and extensions

6.1 Indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Contract and for which the Supplier is legally liable or, if the Authority consents in accordance with paragraph 1.4 of this Schedule, shall add the Authority as an additional insured.

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.

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- 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 and unexpected occurrence.
- 8. Maximum deductible threshold**
- 8.1 Not to exceed one thousand pounds (£1,000) for each and every third party property damage claim (personal injury claims to be paid in full).

Part C: United Kingdom Compulsory Insurances

The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

Employers' liability insurance must be with cover or a single event or a series of related events and in the aggregate of not less than ten million pounds (£10,000,000) per annum.

Part D: Additional Insurances

Professional Indemnity Insurance	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)
Cyber Liability Insurance	cover (per event and/or, where applicable to the Supplier's cyber liability policy, in the aggregate) of not less than one million pounds (£1,000,000)

Schedule 7

Authority Responsibilities

Schedule 7: Authority Responsibilities

1. Introduction

- 1.1 The responsibilities of the Authority set out in this Schedule shall constitute the Authority Responsibilities under this Contract. Any obligations of the Authority in Schedule 2 (*Services Description*) and Schedule 8 (*Supplier Solution*) shall not be Authority Responsibilities and the Authority shall have no obligation to perform any such obligations unless they are specifically stated to be “Authority Responsibilities” and cross referenced in the table in Paragraph 3.
- 1.2 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

2. General Obligations

- 2.1 The Authority shall:
 - 2.1.1 perform those obligations of the Authority which are set out in the Clauses of this Contract and the Paragraphs of the Schedules (except Schedule 2 (*Services Description*) and Schedule 8 (*Supplier Solution*));
 - 2.1.2 use its reasonable endeavours to provide the Supplier with access to appropriate members of the Authority’s staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term and the Termination Assistance Period;
 - 2.1.3 provide sufficient and suitably qualified staff to fulfil the Authority’s roles and duties under this Contract as defined in the Implementation Plan;
 - 2.1.4 use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Contract provided that such documentation, data and/or information is available to the Authority and is authorised for release by the Authority; and
 - 2.1.5 procure for the Supplier such agreed access and use of the Authority Premises (as a licensee only) and facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under this Contract, such access to be provided during the Authority’s normal working hours on each Working Day or as otherwise agreed by the Authority (such agreement not to be unreasonably withheld or delayed).

3. Specific Obligations

- 3.1 The Authority shall, in relation to this Contract perform the Authority’s responsibilities identified as such in this Contract the details of which are set out below:

Schedule 7 (Authority Responsibilities)
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Document	Location (Paragraph)
[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]

Schedule 8

Supplier Solution

Schedule 8: Supplier Solution

[redacted under FOIA Section 43, Commercial Interests]

Annex 1: Tender

[redacted under FOIA Section 43, Commercial Interests]

Schedule 9

Commercially Sensitive Information

Schedule 9: Commercially Sensitive Information

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 and the EIRs.
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 (please see the column headed “Duration of Confidentiality”).
3. Without prejudice to the Authority’s obligation to disclose Information in accordance with FOIA or Clause 19 (*Confidentiality*), the Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

Commercially Sensitive Information

No.	Date	Item(s)	Duration of Confidentiality
[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]

Schedule 10

Notified Key Sub-Contractors

Schedule 10: Notified Key Sub-Contractors

1. In accordance with Clause 15.11 (*Appointment of Key Sub-contractors*), the Supplier is entitled to sub-contract its obligations under this Contract to the Key Sub-contractors listed in the table below.
2. The Parties agree that they will update this Schedule periodically to record any Key Sub-contractors appointed by the Supplier with the consent of the Authority after the Effective Date for the purposes of the delivery of the Services.

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description and role in the delivery of the Services	Key Sub-contract price expressed as a percentage of total projected Charges over the Term	Credit Rating Threshold
[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]

Schedule 11

Third Party Contracts

Schedule 11: Third Party Contracts

1. The contracts listed in the table below constitute Third Party Contracts entered into exclusively for the purposes of delivering the Services.
2. The Supplier shall be entitled to update this Schedule in accordance with Clause 15.5 (*Appointment of Sub-contractors*).

Third party supplier name and address (if not the same as the registered office)	Registered office and company number	Related product/service description
[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]

Schedule 12

Software

Schedule 12 (Software)

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Schedule 12: Software

1. The Software

- 1.1 The Software below is licensed to the Authority in accordance with Clause 16 (*Intellectual Property Rights*) and Schedule 32 (*Intellectual Property Rights*).
- 1.2 The Parties agree that they will update this Schedule regularly, and in any event no less than every 6 Months from the Effective Date, to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

2. Supplier Software

- 2.1 The Supplier Software includes the following items:

Software	Ultimate licensor (if not the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/Expiry
[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]

3. Third Party Software

- 3.1 The Third Party Software shall include the following items:

Third Party Software	Licensor	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/Expiry
[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]

Annex 1: Form Of Confidentiality Undertaking

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on [date]

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 Authority] (the “**Authority**”) 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 Authority.
- (B) The Authority wishes to grant a sub-licence to the Sub-licensee in respect of certain software and intellectual property rights licensed to the Authority pursuant to the Contract (the “**Sub-licence**”).
- (C) It is a requirement of the Contract that, before the Authority 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 Supplier.

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 Authority 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 Authority pursuant to or in connection with the Sub-licence;

- (c) other Information provided by the Authority 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 Authority;
- (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 Authority 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.

Schedule 12 (Software)

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- 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 13

Implementation Plan

Schedule 13: Implementation Plan

1. Introduction

1.1 This Schedule:

- 1.1.1 defines the process for the preparation and implementation of the Outline Implementation Plan and Detailed Implementation Plan; and
- 1.1.2 identifies the Milestones (and associated Deliverables) including the Milestones which trigger payment to the Supplier of the applicable Milestone Payments following the issue of the applicable Milestone Achievement Certificate.

2. Outline Implementation Plan

2.1 The Outline Implementation Plan is set out in Annex A.

2.2 All changes to the Outline Implementation Plan shall be subject to the Change Control Procedure provided that the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with Clause 29 (*Authority Cause*)).

3. Approval of the Detailed Implementation Plan

3.1 The Supplier shall submit a draft of the Detailed Implementation Plan to the Authority for approval within 20 Working Days of the Effective Date.

3.2 The Supplier shall ensure that the draft Detailed Implementation Plan:

- 3.2.1 incorporates all of the Milestones and Milestone Dates set out in the Outline Implementation Plan;
- 3.2.2 includes (as a minimum) the Supplier's proposed timescales in respect of the following for each of the Milestones:
 - (a) the completion of each design document;
 - (b) the completion of the build phase;
 - (c) the completion of any Testing to be undertaken in accordance with Schedule 14 (*Testing Procedures*); and
 - (d) training and roll-out activities;
- 3.2.3 clearly outlines all the steps required to implement the Milestones to be achieved in the next 15 months, together with a high level plan for the rest of the programme, in conformity with the Authority Requirements;
- 3.2.4 clearly outlines the required roles and responsibilities of both Parties, including staffing requirements; and
- 3.2.5 is produced using a software tool as specified, or agreed by the Authority.

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- 3.3 Prior to the submission of the draft Detailed Implementation Plan to the Authority in accordance with Paragraph 3.1, the Authority shall have the right:
- 3.3.1 to review any documentation produced by the Supplier in relation to the development of the Detailed Implementation Plan, including:
- (a) details of the Supplier's intended approach to the Detailed Implementation Plan and its development;
 - (b) copies of any drafts of the Detailed Implementation Plan produced by the Supplier; and
 - (c) any other work in progress in relation to the Detailed Implementation Plan; and
- 3.3.2 to require the Supplier to include any reasonable changes or provisions in the Detailed Implementation Plan.
- 3.4 Following receipt of the draft Detailed Implementation Plan from the Supplier, the Authority shall:
- 3.4.1 review and comment on the draft Detailed Implementation Plan as soon as reasonably practicable; and
- 3.4.2 notify the Supplier in writing that it approves or rejects the draft Detailed Implementation Plan no later than 20 Working Days after the date on which the draft Detailed Implementation Plan is first delivered to the Authority.
- 3.5 If the Authority rejects the draft Detailed Implementation Plan:
- 3.5.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and
- 3.5.2 the Supplier shall then revise the draft Detailed Implementation Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Detailed Implementation Plan to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 3.4 and this Paragraph 3.5 shall apply again to any resubmitted draft Detailed Implementation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 3.6 If the Authority approves the draft Detailed Implementation Plan, it shall replace the Outline Implementation Plan from the date of the Authority's notice of approval.
- 4. Updates to and Maintenance of the Detailed Implementation Plan**
- 4.1 Following the approval of the Detailed Implementation Plan by the Authority:
- 4.1.1 the Supplier shall submit a revised Detailed Implementation Plan to the Authority every 3 months starting 3 months from the Effective Date;
- 4.1.2 without prejudice to Paragraph 4.1.1, the Authority shall be entitled to request a revised Detailed Implementation Plan at any time by giving written notice to the Supplier and the Supplier shall submit a draft revised Detailed

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Implementation Plan to the Authority within 20 Working Days of receiving such a request from the Authority (or such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure);

- 4.1.3 any revised Detailed Implementation Plan shall (subject to Paragraph 4.2) be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph 3; and
 - 4.1.4 the Supplier's performance against the Implementation Plan shall be monitored at meetings of the Service Management Board (as defined in Schedule 21 (*Governance*)). In preparation for such meetings, the current Detailed Implementation Plan shall be provided by the Supplier to the Authority not less than 5 Working Days in advance of each meeting of the Service Management Board.
- 4.2 Save for any amendments which are of a type identified and notified by the Authority (at the Authority's discretion) to the Supplier in writing as not requiring approval, any material amendments to the Detailed Implementation Plan shall be subject to the Change Control Procedure provided that:
- 4.2.1 any amendments to elements of the Detailed Implementation Plan which are based on the contents of the Outline Implementation Plan shall be deemed to be material amendments; and
 - 4.2.2 in no circumstances shall the Supplier be entitled to alter or request an alteration to any Milestone Date except in accordance with Clause 29 (*Authority Cause*), but also provided that the Authority encourages and expects the Supplier to be open and frank with the Authority about any issues that might affect the Supplier's ability to meet any Milestone Date.
- 4.3 Any proposed amendments to the Detailed Implementation Plan shall not come into force until they have been approved in writing by the Authority.

5. Government Reviews

- 5.1 The Supplier acknowledges that the Services may be subject to Government review at key stages of the project. The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose within the Charges.

Annex A: Outline Implementation Plan

1. Important principles that apply to the Implementation Plan

- 1.1 The Milestone Date of 1 April 2026 is a longstop date (**Longstop Date**). The new Mobilising System Solution must go live by the Longstop Date at the absolute latest. The Authority may, in its discretion, issue a Change Request to extend the Longstop Date through the Change Control Procedure.
- 1.2 The other Milestone Dates are approximate, anticipated dates, but are more flexible provided the Longstop Date is met. The Supplier should, while keeping the short descriptions of the Milestones the same, ensure its approach to the Implementation Services is as time and cost efficient as possible in the best interests of the Authority; the Authority appreciates that the Supplier will have expertise in the optimum approach to the implementation of its own proposed Mobilising System Solution.
- 1.3 Regarding Goods (Workstations and other hardware etc.) the Supplier should schedule delivery/installation at the best time for the Authority, to maximise the benefit of the manufacturers' warranties and lifespan of the equipment.

Phase	Milestone no.	Description	Duration (Working Days)	Milestone Date	Key Milestone?	Link to ATP ⁹ /CPP ¹⁰
Implementation Services	1	Approval of the Detailed Implementation Plan by the Authority under paragraph 3.6 of Schedule 13 (<i>Implementation Plan</i>) & acceptance by the Authority of all Project Start-Up Documentation and Milestone Assurance Report	As set out in paragraph 3 of Schedule 13 (<i>Implementation Plan</i>) & incremental delivery of all Project Start-Up Documentation [redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	No	None

⁹ This is the authorisation to the Supplier to commence the provision of the relevant Operational Services to the Authority, provided by the Authority in the form of a Milestone Achievement Certificate in respect of the ATP Milestone.

¹⁰ This is a contract performance point as set out in the Implementation Plan, being the Milestone at which the Supplier has demonstrated that the Supplier Solution or relevant Service is working satisfactorily in its operating environment in accordance with Schedule 14 (*Testing Procedures*).

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Phase	Milestone no.	Description	Duration (Working Days)	Milestone Date	Key Milestone?	Link to ATP ⁹ /CPP ¹⁰
	2	Successful installation/setup, commissioning and configuration plus Testing and Milestone Assurance Report <ul style="list-style-type: none"> Installation of all Goods (hardware, including Workstations) Installation or set up/commissioning of all Software and/or cloud Services Supplier's completion of its own internal Testing of the installation, evidenced in writing to the satisfaction of the Authority. 	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	No	None
	3	Integration, Testing and Milestone Assurance Report <ul style="list-style-type: none"> Integration of / interfacing the output of Milestone 2 with systems as set out in the Authority Requirements, to the standards within the Authority Requirements Satisfactory completion of Testing by the Supplier and by the Authority of that integration. 	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	No	None
	4	Site Acceptance Test (SAT) and Milestone Assurance Report <ul style="list-style-type: none"> Satisfactory completion of Testing by the Supplier and the Authority of the Mobilising System Solution as a whole. 	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	No	None
	5	Readiness for service (data migration (and Testing), training and go	[redacted under FOIA Section	1-Apr-26	Yes	ATP

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Phase	Milestone no.	Description	Duration (Working Days)	Milestone Date	Key Milestone?	Link to ATP ⁹ /CPP ¹⁰
		live) and Milestone Assurance Report: <ul style="list-style-type: none"> • Satisfactory completion of data migration and associated Testing • Satisfactory completion of training • Go live of Mobilising System Solution 	43, Commercial Interests]			
Operational Services	6	Completion of 3 months of live Operational Services with no Major Faults and Milestone Assurance Report	61 Working Days	1-Jul-26	No	CPP

Schedule 14

Testing Procedures

Schedule 14: Testing Procedures

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

“Component”	any constituent parts of the infrastructure for a Service, Goods (hardware) or Software;
“Material Test Issue”	a Test Issue of Severity Level 1 or Severity Level 2;
“Milestone Assurance Report”	a report produced by the Supplier attaching all final Test Reports and corresponding Test Certificates for a Milestone, together with related evidence, confirming that: (a) all Testing and other tasks for that Milestone have been satisfactorily completed; and (b) the Milestone is ready for the Authority to issue the Milestone Achievement Certificate;
“Severity Level”	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
“Test Certificate”	a certificate materially in the form of the document contained in Annex 2 issued by the Authority when a Deliverable has satisfied its relevant Test Success Criteria;
“Test Issue”	any variance or non-conformity of a Deliverable from its requirements (such requirements being set out in the relevant Test Success Criteria);
“Test Issue Threshold”	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
“Test Issue Management Log”	a log for the recording of Test Issues as described further in Paragraph 9.1;
“Test Plan”	a plan: (a) for the Testing of Deliverables; and (b) setting out other agreed criteria related to the achievement of Milestones, as described further in Paragraph 5;

“Test Reports”	the reports to be produced by the Supplier setting out the results of Tests;
“Test Specification”	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 7;
“Test Strategy”	a strategy for the conduct of Testing as described further in Paragraph 4;
“Test Success Criteria”	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 6;
“Test Witness”	any person appointed by the Authority pursuant to Paragraph 10.1; and
“Testing Procedures”	the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. Risk

- 2.1 The issue of a Test Certificate, a Milestone Achievement Certificate and/or a conditional Milestone Achievement Certificate shall not:
 - 2.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Authority’s requirements for that Deliverable or Milestone; or
 - 2.1.2 affect the Authority’s right subsequently to reject:
 - (a) all or any element of the Deliverables to which a Test Certificate relates; or
 - (b) any Milestone to which the Milestone Achievement Certificate relates.
- 2.2 Notwithstanding the issuing of any Milestone Achievement Certificate (including the Milestone Achievement Certificate in respect of Authority to Proceed), the Supplier shall remain solely responsible for ensuring that:
 - 2.2.1 the Supplier Solution as designed and developed is suitable for the delivery of the Services and meets the Authority Requirements;
 - 2.2.2 the Services are implemented in accordance with this Contract; and
 - 2.2.3 each Target Performance Level is met from the relevant Operational Service Commencement Date.

3. Testing Overview

- 3.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, the Test Plans and the Test Specifications.
- 3.2 The Supplier shall not submit any Deliverable for Testing:

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- 3.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 3.2.2 until the Authority has issued a Test Certificate in respect of any prior, dependant Deliverable(s); and
 - 3.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 3.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 3.4 Prior to the issue of a Test Certificate, the Authority shall be entitled to review the relevant Test Reports and the Test Issue Management Log. Prior to the issue of a Milestone Achievement Certificate, the Supplier shall issue a Milestone Assurance Report for the Authority's review.
- 3.5 Any Disputes between the Authority and the Supplier regarding Testing shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.

4. Test Strategy

- 4.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Effective Date but in any case no later than 20 Working Days (or such other period as the Parties may agree in writing) after the Effective Date.
- 4.2 The final Test Strategy shall include:
- 4.2.1 an overview of how Testing will be conducted in accordance with the Implementation Plan;
 - 4.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 4.2.3 the method for mapping the expected Test results to the Test Success Criteria;
 - 4.2.4 the procedure to be followed if a Deliverable fails to satisfy the Test Success Criteria or produces unexpected results, including a procedure for the resolution of Test Issues;
 - 4.2.5 the procedure to be followed to sign off each Test;
 - 4.2.6 the process for the production and maintenance of Test Reports and reporting, including templates for the Test Reports and the Test Issue Management Log, a sample plan for the resolution of Test Issues and a template for the Milestone Assurance Report;
 - 4.2.7 the names and contact details of the Authority's and the Supplier's Test representatives;
 - 4.2.8 a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and Authority and/or third party involvement in the conduct of the Tests;

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- 4.2.9 the technical environments required to support the Tests; and
- 4.2.10 the procedure for managing the configuration of the Test environments.

5. Test Plans

- 5.1 The Supplier shall develop Test Plans and submit these for the approval of the Authority as soon as practicable but in any case no later than 20 Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) prior to the start date for the relevant Testing (as specified in the Implementation Plan).
- 5.2 Each Test Plan shall include as a minimum:
 - 5.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being tested and, for each Test, the specific Test Success Criteria to be satisfied;
 - 5.2.2 a detailed procedure for the Tests to be carried out, including:
 - (a) the timetable for the Tests, including start and end dates;
 - (b) the Testing mechanism;
 - (c) dates and methods by which the Authority can inspect Test results or witness the Tests and/or conduct the Tests in order to establish that the Test Success Criteria have been met;
 - (d) the mechanism for ensuring the quality, completeness and relevance of the Tests;
 - (e) the format and an example of Test progress reports and the process with which the Authority accesses daily Test schedules;
 - (f) the process which the Authority will use to review Test Issues and the Supplier's progress in resolving these in a timely basis;
 - (g) the overall Test schedule;
 - (h) the re-Test procedure, the timetable and the resources which would be required for re-Testing; and
 - 5.2.3 the process for escalating Test Issues from a re-test situation to the taking of specific remedial action to resolve the Test Issue.
- 5.3 The Authority shall not unreasonably withhold or delay its approval of the Test Plans provided that the Supplier shall incorporate any reasonable requirements of the Authority in the Test Plans.

6. Test Success Criteria

- 6.1 The Test Success Criteria for:
 - 6.1.1 each Test that must be Achieved for the Supplier to Achieve either the ATP Milestone or a CPP Milestone are outlined in Annex 4 and shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 5;

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and

- 6.1.2 all other Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 5.

7. Test Specification

- 7.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 7.2 Each Test Specification shall include as a minimum:
 - 7.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Authority and the extent to which it is equivalent to live operational data;
 - 7.2.2 a plan to make the resources available for Testing;
 - 7.2.3 Test scripts;
 - 7.2.4 Test pre-requisites and the mechanism for measuring them; and
 - 7.2.5 expected Test results, including:
 - (a) a mechanism to be used to capture and record Test results; and
 - (b) a method to process the Test results to establish their content.

8. Testing

- 8.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 8.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 10 and/or conducted by the Authority.
- 8.3 The Supplier shall notify the Authority at least 10 Working Days (or such other period as the Parties may agree in writing) in advance of the date, time and location of the relevant Tests and the Authority shall ensure that the Test Witnesses attend the Tests, except where the Authority has specified in writing that such attendance is not necessary.
- 8.4 The Authority may raise and close Test Issues during the Test witnessing process. The Authority shall, in addition to, or if the Authority so chooses, instead of, providing Test Witnesses, carry out full user acceptance Testing.
- 8.5 The Supplier shall provide to the Authority in relation to each Test:
 - 8.5.1 a draft Test Report not less than 2 Working Days (or such other period as the Parties may agree in writing) prior to the date on which the Test is planned to end; and

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- 8.5.2 the final Test Report within 5 Working Days (or such other period as the Parties may agree in writing) of completion of Testing.
- 8.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 8.6.1 an overview of the Testing conducted;
 - 8.6.2 identification of the relevant Test Success Criteria that have been satisfied;
 - 8.6.3 identification of the relevant Test Success Criteria that have not been satisfied together with the Supplier's explanation of why those criteria have not been met;
 - 8.6.4 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 8.6.5 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 9.1; and
 - 8.6.6 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

9. Test Issues

- 9.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 9.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Authority upon request.
- 9.3 The Authority shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

10. Test Witnessing

- 10.1 The Authority may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Authority, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 10.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 10.3 The Test Witnesses:
 - 10.3.1 shall actively review the Test documentation;

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- 10.3.2 will attend and engage in the performance of the Tests on behalf of the Authority so as to enable the Authority to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
- 10.3.3 shall not be involved in the execution of any Test;
- 10.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
- 10.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Authority to assess whether the Tests have been Achieved;
- 10.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 10.3.7 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

11. Test Quality Audit

- 11.1 Without prejudice to its rights pursuant to Clause 12.2.2 (*Records, Reports, Audits & Open Book Data*), the Authority may perform on-going quality audits in respect of any part of the Testing (each a “**Testing Quality Audit**”) subject to the provisions set out in the agreed Quality Plan.
- 11.2 The focus of the Testing Quality Audits shall be on:
 - 11.2.1 adherence to an agreed methodology;
 - 11.2.2 adherence to the agreed Testing process;
 - 11.2.3 adherence to the Quality Plan;
 - 11.2.4 review of status and key development issues; and
 - 11.2.5 identification of key risk areas.
- 11.3 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 11.4 The Authority will give the Supplier at least 5 Working Days’ written notice of the Authority’s intention to undertake a Testing Quality Audit and the Supplier may request, following receipt of that notice, that any Testing Quality Audit be delayed by a reasonable time period if in the Supplier’s reasonable opinion, the carrying out of a Testing Quality Audit at the time specified by the Authority will materially and adversely impact the Implementation Plan.
- 11.5 A Testing Quality Audit may involve document reviews, interviews with the Supplier Personnel involved in or monitoring the activities being undertaken pursuant to this Schedule, the Authority witnessing Tests and demonstrations of the Deliverables to the Authority. Any Testing Quality Audit shall be limited in duration to a maximum time to be agreed between the Supplier and the Authority on a case by case basis (such agreement not to be unreasonably withheld or delayed). The Supplier shall provide all reasonable

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necessary assistance and access to all relevant documentation required by the Authority to enable it to carry out the Testing Quality Audit.

- 11.6 If the Testing Quality Audit gives the Authority concern in respect of the Testing Procedures or any Test, the Authority shall:
- 11.6.1 discuss the outcome of the Testing Quality Audit with the Supplier, giving the Supplier the opportunity to provide feedback in relation to specific activities; and
 - 11.6.2 subsequently prepare a written report for the Supplier detailing its concerns, and the Supplier shall, within a reasonable timeframe, respond in writing to the Authority's report.
- 11.7 In the event of an inadequate response to the Authority's report from the Supplier, the Authority (acting reasonably) may withhold a Test Certificate (and consequently delay the grant of a Milestone Achievement Certificate) until the issues in the report have been addressed to the reasonable satisfaction of the Authority.

12. Outcome of Testing

- 12.1 The Authority shall issue a Test Certificate as soon as reasonably practicable when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 12.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Authority shall notify the Supplier and:
- 12.2.1 the Authority may issue a Test Certificate conditional upon the remediation of the Test Issues;
 - 12.2.2 where the Parties agree that there is sufficient time prior to the relevant Milestone Date, the Authority may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 12.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Authority's other rights and remedies, such failure shall constitute a Notifiable Default for the purposes of Clause 25.1 (*Rectification Plan Process*).
- 12.3 The Authority shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

13. Issue of Milestone Achievement Certificate

- 13.1 The Authority shall issue a Milestone Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following:

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- 13.1.1 the issuing by the Authority of Test Certificates and/or conditional Test Certificates in respect of all Deliverables related to that Milestone which are due to be Tested;
 - 13.1.2 performance by the Supplier to the reasonable satisfaction of the Authority of any other tasks identified in the Implementation Plan as associated with that Milestone (which may include the submission of a Deliverable that is not due to be Tested, such as the production of Documentation); and
 - 13.1.3 the receipt of the Milestone Assurance Report from the Supplier.
- 13.2 The grant of a Milestone Achievement Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of Schedule 15 (*Charges and Invoicing*).
- 13.3 If a Milestone is not Achieved, the Authority shall promptly issue a report to the Supplier setting out:
- 13.3.1 the applicable Test Issues; and
 - 13.3.2 any other reasons for the relevant Milestone not being Achieved.
- 13.4 If there are Test Issues but these do not exceed the Test Issue Threshold, then provided there are no Material Test Issues, the Authority shall issue a Milestone Achievement Certificate.
- 13.5 Without prejudice to the Authority's other remedies the following shall constitute a Notifiable Default for the purposes of Clause 25.1 (*Rectification Plan Process*) and the Authority shall refuse to issue a Milestone Achievement Certificate where:
- 13.5.1 there is one or more Material Test Issue(s).
 - 13.5.2 not used.
- 13.6 If there are Test Issues which exceed the Test Issue Threshold but there are no Material Test Issues, the Authority may at its discretion (without waiving any rights in relation to the other options) choose to issue a Milestone Achievement Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
- 13.6.1 any Rectification Plan shall be agreed before the issue of a conditional Milestone Achievement Certificate unless the Authority agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Authority within 10 Working Days of receipt of the Authority's report pursuant to Paragraph 13.3); and
 - 13.6.2 where the Authority issues a conditional Milestone Achievement Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

Annex 1: Test Issues – Severity Levels

1. Severity Levels

- 1.1 **Severity Level 1 Test Issue:** a Test Issue that causes non-recoverable conditions, e.g. it is not possible to continue using a Component, a Component crashes, there is database or file corruption, or data loss;
- 1.2 **Severity Level 2 Test Issue:** a Test Issue for which, as reasonably determined by the Authority, there is no practicable workaround available, and which:
 - 1.2.1 causes a Component to become unusable;
 - 1.2.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
 - 1.2.3 has an adverse impact on any other Component(s) or any other area of the Services;
- 1.3 **Severity Level 3 Test Issue:** a Test Issue which:
 - 1.3.1 causes a Component to become unusable;
 - 1.3.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 1.3.3 has an impact on any other Component(s) or any other area of the Services;but for which, as reasonably determined by the Authority, there is a practicable workaround available;
- 1.4 **Severity Level 4 Test Issue:** a Test Issue which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Services; and
- 1.5 **Severity Level 5 Test Issue:** a Test Issue that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Services.

Annex 2: Test Certificate

To: [Name of Supplier]

From: [Name of Authority]

[Date]

Dear Sirs,

TEST CERTIFICATE

Deliverables: [insert description of Deliverables]

We refer to the agreement (the “**Contract**”) relating to the provision of the Services between the [name of Authority] (the “**Authority**”) and [name of Supplier] (the “**Supplier**”) dated [date].

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (*Definitions*) or Schedule 14 (*Testing Procedures*) of the Contract.

[We confirm that the Deliverables listed above have been tested successfully in accordance with the Test Plan relevant to those Deliverables.]

OR

[This Test Certificate is issued pursuant to Paragraph 12.1 of Schedule 14 (*Testing Procedures*) of the Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]*

**delete as appropriate*

Yours faithfully

[Name]

[Position]

acting on behalf of [name of Authority]

Annex 3: Milestone Achievement Certificate

To: [Name of Supplier]

From: [Name of Authority]

[Date]

Dear Sirs,

MILESTONE ACHIEVEMENT CERTIFICATE

Milestone: [insert description of Milestone]

We refer to the agreement (the “**Contract**”) relating to the provision of the Services between the [name of Authority] (the “**Authority**”) and [name of Supplier] (the “**Supplier**”) dated [date].

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (*Definitions*) or Schedule 14 (*Testing Procedures*) of the Contract.

[We confirm that all the Deliverables relating to Milestone [number] have been tested successfully in accordance with the Test Plan relevant to this Milestone [or that a conditional Test Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria.]]*

OR

[This Milestone Achievement Certificate is granted pursuant to Paragraph 13.1 of Schedule 14 (*Testing Procedures*) of the Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]*

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with the provisions of Schedule 15 (*Charges and Invoicing*)]*

**delete as appropriate*

Yours faithfully

[Name]

[Position]

acting on behalf of [Authority]

Annex 4: Test Success Criteria

1. Tests to be Achieved in order to Achieve the ATP Milestone

Test	Pre-conditions*	Test Success Criteria
[List all Tests relating to ATP Milestone 5]		[List Test Success Criteria: at a high level, that the Mobilising System Solution is ready for service/go live.]

* Note: The Pre-Conditions are that e.g. the Success Criteria for the previous Tests must be satisfied before the ATP Milestone tests are commenced

2. Tests to be Achieved in order to Achieve a CPP Milestone

CPP Milestone Charge No.	Test	Test Success Criteria
MP6	[List all Tests relating to CPP Milestone 6.]	[List Test Success Criteria: at a high level, that the Mobilising System Solution has gone live and has completed 3 months of live Operational Services with no Major Faults.]

Schedule 15

Charges and Invoicing

Schedule 15: Charges and Invoicing

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

- “CAN Charge”** any charge for a Contract Change, other than Charges for Optional Services;
- “Capped ADR”** in relation to a CAN Charge calculated by reference to a Time and Materials pricing mechanism, means a capped average day rate as set out in Annex 1;
- “Costs”** the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services:
- (a) the cost to the Supplier or the Key Sub-contractor (as the context requires), calculated per Work Day, of engaging the Supplier Personnel, including:
 - (i) base salary paid to the Supplier Personnel;
 - (ii) employer’s national insurance contributions;
 - (iii) Employer Pension Contributions;
 - (iv) car allowances;
 - (v) any other contractual employment benefits;
 - (vi) staff training;
 - (vii) work place accommodation;
 - (viii) work place IT equipment and tools reasonably necessary to perform the Services (but not including items included within limb (b) below); and
 - (ix) reasonable recruitment costs, as agreed with the Authority;
 - (b) costs incurred in respect of those Assets which are detailed on the Registers and 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 Assets by the Supplier to the Authority or (to the extent that risk and title in any Asset is not held by the Supplier) any cost

actually incurred by the Supplier in respect of those 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 delivery of the Services;
- (d) not used;
- (e) Reimbursable Expenses to the extent these are incurred in delivering any Services and are allowable under Paragraph 7 of Schedule 15 (*Charges and Invoicing*);

but excluding:

- (i) Overhead;
- (ii) financing or similar costs;
- (iii) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Term, whether in relation to Assets or otherwise;
- (iv) taxation;
- (v) fines and penalties;
- (vi) not used; and
- (vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

“Delay Payments Cap” means 10% of the Total Implementation Charges;

“Employer Pension Contributions” means:

- (a) in respect of LGPS Eligible Employees the standard employer contribution rate applicable to LGPS Eligible Employees during the Term and payable by the Supplier (but no other costs, contributions, charges or surcharges payable by the Supplier to or in respect of the LGPS or in respect of any Beckmann Liabilities, unless otherwise agreed in writing by the Authority); and
- (b) such other employer pension contributions, charges or costs incurred by the Supplier which have been expressly agreed by the Authority in writing to constitute ‘Employer Pension Contributions’;

“European Standard”	in relation to an electronic invoice means the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
“Indexation” and “Index”	the adjustment of an amount or sum in accordance with Paragraph 5 of Part C;
“Milestone Retention”	has the meaning given in Paragraph 1.4 of Part B;
“Overhead”	those amounts which are intended to recover a proportion of the Supplier’s or the Key Sub-contractor’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 Personnel and accordingly included within limb (a) of the definition of “Costs”;
“Reimbursable Expenses”	<p>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 Authority’s expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none">(a) travel expenses incurred as a result of Supplier Personnel 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 Authority otherwise agrees in advance in writing; and(b) subsistence expenses incurred by Supplier Personnel 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;
“Supplier Profit ”	in relation to a period or a Milestone (as the context requires), the difference between the total Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) for the relevant period or in relation to the relevant Milestone;
“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;
“Supporting Documentation”	sufficient information in writing to enable the Authority reasonably to assess whether the Charges, Reimbursable Expenses and other sums due from the Authority detailed in

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the information are properly payable, including copies of any applicable Milestone Achievement Certificates or receipts;

“Total Implementation Charges”	the total Charges for the Implementation Services, being the total of all the individual Milestone Payments; as at the Effective Date the figure is [redacted under FOIA Section 43, Commercial Interests] excluding VAT;
“Upfront Payment”	an upfront payment of 10% of the Total Implementation Charges;
“Verification Period”	in relation to an Allowable Assumption, the period from (and including) the Effective Date to (and including) the date at which the relevant Allowable Assumption expires, as set out against the relevant Allowable Assumption in column 11 in the table in Annex 5;
“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; and
“Work Hours”	the hours spent by the Supplier Personnel properly working on the Services including time spent travelling (other than to and from the Supplier’s offices, or to and from the Sites) but excluding lunch breaks.

Part A: Pricing

1. Applicable Pricing Mechanism

- 1.1 Milestone Payments and Service Charges shall be calculated using the pricing mechanism specified in Annex 2 and on the basis of the rates and prices specified in Annex 1 as more particularly set out in this Schedule. The pricing mechanisms are:
- 1.1.1 time and materials (“**Time and Materials**”);
 - 1.1.2 fixed price (“**Fixed Price**”);
 - 1.1.3 firm price (“**Firm Price**”); or
 - 1.1.4 volume based (“**Volume Based**”).
- 1.2 The Milestone Payments and Delay Payments Table in Annex 2 sets out which pricing mechanism shall be used to calculate each Milestone Payment, which shall be:
- 1.2.1 “**Firm Price**”, and the provisions of Paragraph 5 shall apply.
- 1.3 The Service Charges Table in Annex 2 sets out which pricing mechanism shall be used to calculate each Service Charge, which shall be one or more of the following:
- 1.3.1 “**Volume Based**” pricing, for Software, Goods or any other volume-based Deliverables, in which case the provisions of Paragraph 6 shall apply; or
 - 1.3.2 “**Fixed Price**” in which case the provisions of Paragraph 4 shall apply.
- 1.4 Where CAN Charges for Contract Changes apply, they shall be calculated in accordance with the Change Control Procedure and Paragraph 4 of Part C and on the basis of one or more of the following:
- 1.4.1 “**Time and Materials**”, in which case the provisions of Paragraph 2 shall apply;
 - 1.4.2 “**Fixed Price**”, in which case the provisions of Paragraph 4 shall apply;
 - 1.4.3 “**Firm Price**”, in which case the provisions of Paragraph 5 shall apply; or
 - 1.4.4 “**Volume Based**” pricing, for Software, Goods or any other volume-based Deliverables, in which case the provisions of Paragraph 6 shall apply.

2. Time and Materials CAN Charges

- 2.1 Where a CAN Charge is to be calculated by reference to a Time and Materials pricing mechanism:
- 2.1.1 the day rates set out in the Rate Card and Capped ADR Table of Annex 1 shall be used to calculate the relevant Charges, provided that the Supplier (or its Sub-contractor) shall:
 - (a) not be entitled to include any uplift for risks or contingencies within its day rates;
 - (b) not used;

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- (c) unless otherwise agreed by the Authority in relation to the CAN Charge, not be paid any Charges to the extent that they would otherwise exceed the amount calculated by multiplying the total number of days expended by the Supplier in relation to the relevant Contract Change by the Capped ADR; and
- (d) only be entitled to be paid Charges that have been properly and reasonably incurred, taking into account the Supplier's obligation to deliver the Services in a proportionate and efficient manner; and

2.1.2 the Supplier shall keep records of hours properly worked by Supplier Personnel (in the form of timesheets) and expenses incurred and submit a summary of the relevant records with each invoice. If the Authority requests copies of such records, the Supplier shall make them available to the Authority within 10 Working Days of the Authority's request.

2.2 The Supplier shall be entitled to Index the day rates set out in the Rate Card and Capped ADR Table in Annex 1 in accordance with Paragraph 5 of Part C.

3. **Guaranteed Maximum Price with Target Cost Incentive Milestone Payments**

3.1 Not used.

4. **Fixed Price Service Charges or CAN Charges**

4.1 Where the Services Charge Table in Annex 2 indicates that a Service Charge is to be calculated by reference to a Fixed Price pricing mechanism, the relevant Charge shall be the amount set out against that Charge in the Support and Hosting Table of Annex 1. Where the Change Authorisation Note indicates that a Contract Change is to be calculated by reference to a Fixed Price pricing mechanism, the relevant CAN Charge shall be the amount set out in the Change Authorisation Note.

4.2 Charges calculated by reference to a Fixed Price pricing mechanism shall be subject to adjustment by way of Indexation.

5. **Firm Price Milestone Payments or CAN Charges**

5.1 Where the Milestone Payments and Delay Payments Table in Annex 2 indicates that a Milestone Payment is to be calculated by reference to a Firm Price pricing mechanism, the relevant Charge shall be the amount set out against that Charge in the Milestone Payments Table in Annex 1. Where the Change Authorisation Note indicates that a Contract Change is to be calculated by reference to a Firm Price pricing mechanism (which shall be the default for any Change Milestone(s)), the relevant CAN Charge shall be the amount set out in the Change Authorisation Note.

5.2 Charges calculated by reference to a Firm Price pricing mechanism shall not be subject to adjustment by way of Indexation.

6. **Volume Based Service Charges or CAN Charges for Goods or Software**

6.1 Where the Services Charge Table in Annex 2 indicates that a Service Charge for Goods or Software is to be calculated by reference to a Volume Based pricing mechanism, the relevant Charges shall be calculated on the basis of the unit costs set out against that Service Charge in the Software Table or Hardware Table in Annex 1. Where the Change

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Authorisation Note indicates that a Contract Change is to be calculated by reference to a Volume Based pricing mechanism, the relevant CAN Charge shall be the amount set out in the Change Authorisation Note.

- 6.2 In the event that the volume of any Services (including Goods or Software) that are to be calculated by reference to a Volume Based pricing mechanism fall outside the relevant volume bands set out against that Service Charge in the Software Table or Hardware Table of Annex 1, the relevant Service Charges shall be calculated in accordance with the Change Control Procedure and Paragraph 4 of Part C.
- 6.3 The Charge per unit set out in the Software Table or Hardware Table in Annex 1 shall be subject to adjustment by way of Indexation.

7. Reimbursable Expenses

7.1 Where:

7.1.1 Services are to be charged using the Time and Materials; and

7.1.2 the Authority so agrees in writing,

the Supplier shall be entitled to be reimbursed by the Authority for Reimbursable Expenses (in addition to being paid the relevant Charges), provided that such Reimbursable Expenses are supported by Supporting Documentation.

- 7.2 The Authority shall provide a copy of its current expenses policy to the Supplier upon request.
- 7.3 Except as expressly set out in Paragraph 7.1, the Charges shall include all costs and expenses relating to the Deliverables, the Services and/or the Supplier's performance of its obligations under this Contract and no further amounts shall be payable by the Authority to the Supplier in respect of such performance, including in respect of matters such as:
- 7.3.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document and report reproduction, shipping, desktop and office equipment costs required by the Supplier Personnel, including network or data interchange costs or other telecommunications charges; or
- 7.3.2 any amount for any services provided or costs incurred by the Supplier prior to the Effective Date.

Part B: Charging Mechanisms

The charging mechanisms are Milestone Payments or Service Charges. They apply to the Services as at the Effective Date, and also to Optional Services and other Contract Changes.

1. Milestone Payments

- 1.1 After the Effective Date, the Supplier shall be entitled to invoice the Authority for the Upfront Payment.
- 1.2 Subject to the provisions of Paragraph 1.3 of Part C in relation to the deduction of Delay Payments, on the Achievement of a Milestone the Supplier shall be entitled to invoice the Authority for the Milestone Payment associated with that Milestone less the applicable proportion of the Upfront Payment (i.e. 10% of the Milestone Payment), and less the applicable Milestone Retention in accordance with this Part B.
- 1.3 Each invoice relating to a Milestone Payment shall be supported by:
 - 1.3.1 a Milestone Achievement Certificate;
 - 1.3.2 not used.
- 1.4 The “**Milestone Retention**” for each Milestone shall be calculated as follows:
 - 1.4.1 not used;
 - 1.4.2 where the Milestone Payment for the relevant Milestone is determined by reference to a Firm Price pricing mechanism, 10% of the Charges for that Milestone,

and, in the case of a Key Milestone, prior to deduction from the Milestone Payment of any Delay Payment attributable to that Key Milestone.

Guaranteed Maximum Price with Target Cost pricing mechanism

- 1.5 Not used.

Release of Milestone Retentions

- 1.6 On Achievement of a CPP Milestone relating to the Supplier Solution or one or more Services (as the case may be), the Supplier shall be entitled to invoice the Authority for an amount equal to all Milestone Retentions that relate to Milestones identified in the “*CPP Milestone Charge Number*” column of the Milestone Payments and Delay Payments Table (or, in relation to Milestone Retentions in respect of Optional Services, the First Optional Services Table (Milestone Payments)) of Annex 2 and corresponding CPP Milestone Charge Number identified in the 'Tests to be Achieved in order to Achieve a CPP Milestone' Table of Annex 4 of Schedule 14 (*Testing Procedures*) as being payable in respect of that CPP Milestone and have not been paid before such CPP Milestone.

2. Service Charges

- 2.1 Each Service Charge for a Service (including the provision of Goods or Software) shall commence on the Achievement of the Milestone set out against that Service (including

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Goods or Software) in the “*Service Charge Trigger Event*” column of the Services Charges Table of Annex 2.

2.2 Service Charges shall be invoiced by the Supplier for each Service Period in arrears in accordance with the requirements of Part E.

2.3 If a Service Charge is to be calculated by reference to a Fixed Price pricing mechanism and the relevant Service:

2.3.1 commences on a day other than the first day of a month; and/or

2.3.2 ends on a day other than the last day of a month,

the Service Charge for the relevant Service Period shall be pro-rated based on the proportion which the number of days in the month for which the Service is provided bears to the total number of days in that month.

2.4 Any Service Credits that accrue during a Service Period shall be deducted from the Service Charges payable for the next following Service Period (unless those Service Credits are payable annually, in which case they shall be deducted from the Service Charges at the end of the Measurement Period). An invoice for a Service Charge shall not be payable by the Authority unless all adjustments (including Service Credits, unless agreed between the Parties that they may be used to pay for Contract Changes) relating to the Service Charges for the immediately preceding Service Period have been agreed.

3. **Optional Services**

3.1 If the Authority gives notice pursuant to Clause 5.10 (*Optional Services*) that it requires the Supplier to provide any or all of the Optional Services:

3.1.1 the Milestone Payments (if any) for the relevant Optional Services shall be calculated by reference to the pricing mechanism for those Optional Services set out in the First Optional Services Table in Annex 2; and

3.1.2 the Service Charges for the relevant Optional Services shall be calculated by reference to the pricing mechanism for those Optional Services set out in the Second Optional Services Table in Annex 2,

in both cases using the relevant rates and prices specified in the Rate Card and Capped ADR Table in Annex 1 and shall be calculated in accordance with the Change Control Procedure and Paragraph 4 of Part C.

4. **CAN Charges**

4.1 CAN Charges for Contract Changes shall be charged:

4.1.1 as set out in Paragraph 1 of Part B, where Milestone Payments are due, but referring to the implementation plan for the Contract Change;

4.1.2 as set out in Paragraph 2 of Part B, where Service Charges are due; or

4.1.3 as otherwise set out in the Change Authorisation Note.

Part C: Adjustments To The Charges

1. Delay Payments

- 1.1 If a Key Milestone has not been Achieved on or before the relevant Milestone Date, then, subject always to the Delay Payments Cap, the Supplier shall pay Delay Payments to the Authority in respect of that Key Milestone.
- 1.2 Not used.
- 1.3 Not used.
- 1.4 Not used.
- 1.5 Not used.
- 1.6 The Parties agree that Delay Payments as set out in the column headed “Delay Payments Delay Payments (if Key Milestone)” of the Milestone Payments and Delay Payments Table in Annex 2 for the Key Milestone (i.e., Reasonable Costs) are intended to cover the Losses which the Authority will incur as a result of any failure by the Supplier to Achieve the relevant Key Milestone by the Milestone Date.
- 1.7 Delay Payments in respect of a Key Milestone shall be shown as a deduction from the amount due from the Authority to the Supplier in the next invoice due to be issued by the Supplier after the date on which the relevant Key Milestone is Achieved. If the amount of the next invoice is less than the Delay Payments, or if no further invoice is due to be issued by the Supplier within 1 Month of the relevant Milestone Date (or within any 1 Month period after that first Month), then the Supplier shall within 10 Working Days of each of the Authority's requests:
 - 1.7.1 issue a credit note to the Authority in respect of the total amount of the Delay Payments in respect of the Key Milestone as specified in the Authority's request; and
 - 1.7.2 pay to the Authority as a debt a sum equal to the total amount of the Delay Payments in respect of the Key Milestone, as set out in the credit note.

2. Payments for Delays due to Authority Cause

- 2.1 If the Supplier is entitled in accordance with Clause 29.1.3(c)(iv) (*Authority Cause*) to compensation for failure to Achieve a Milestone by its Milestone Date, then, subject always to the Delay Payments Cap, such compensation shall be determined in accordance with the following principles:
 - 2.1.1 the compensation shall reimburse the Supplier for additional Costs incurred by the Supplier that the Supplier:
 - (a) can demonstrate it has incurred solely and directly as a result of the Authority Cause (on the basis of Open Book Data); and
 - (b) is, has been, or will be unable to mitigate, having complied with its obligations under Clause 29.1 (*Authority Cause*);
 - 2.1.2 the compensation shall not operate so as to put the Supplier in a better

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position than it would have been in but for the occurrence of the Authority Cause; and

2.1.3 not used;

2.1.4 where the relevant Milestone Payment is to be calculated based upon a Firm Price pricing mechanism, the compensation shall include such amount as is appropriate to maintain the Supplier Profit Margin set out in respect of the relevant Milestone in Annex 6: Estimated Charges;

2.1.5 not used.

2.2 The Supplier shall provide the Authority with any information the Authority may require in order to assess the validity of the Supplier's claim to compensation. This shall include any Open Book Data.

3. Service Credits

3.1 Service Credits shall be calculated by reference to the number of Service Points accrued in any one Service Period pursuant to the provisions of Schedule 3 (Performance Levels).

3.2 For each Service Period:

3.2.1 the Service Points accrued shall be converted to a percentage deduction from the Service Charges for the relevant Service Period on the basis of one point equating to a 1% deduction in the Service Charges; and

3.2.2 the total Service Credits applicable for the Service Period shall be calculated in accordance with the following formula:

$$SC = TSP \times x \times AC$$

where:

SC is the total Service Credits for the relevant Service Period;

TSP is the total Service Points that have accrued for the relevant Service Period;

x is 1%; and

AC is the total Services Charges payable for the relevant Service Period (prior to deduction of applicable Service Credits).

3.3 The liability of the Supplier in respect of Service Credits shall be subject to Clause 23.4.3 (*Financial and other Limits*) provided that, for the avoidance of doubt, the operation of the Service Credit Cap shall not affect the continued accrual of Service Points in excess of such financial limit in accordance with the provisions of Schedule 3 (*Performance Levels*).

3.4 Service Credits are a reduction of the Service Charges payable in respect of the relevant Services to reflect the reduced value of the Services actually received and are stated

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exclusive of VAT.

3.5 Service Credits shall be shown as a deduction from the amount due from the Authority to the Supplier in the invoice for the Service Period immediately succeeding the Service Period to which they relate, or, where agreed between the Parties, may be used to pay for Contract Changes.

4. Changes to Charges

4.1 Any Changes to the Charges (including additional CAN Charges or Charges for Optional Services which have not been determined at the Effective Date) shall be developed and agreed by the Parties in accordance with Schedule 22 (*Change Control Procedure*) and on the basis that the Supplier Profit Margin on such Charges shall be no greater than that applying to Charges using the same pricing mechanism as at the Effective Date (as set out in Annex 6: Estimated Charges).

4.2 The Authority may request that any Impact Assessment presents Charges without Indexation for the purposes of comparison.

5. Indexation

5.1 Any amounts or sums in this Contract which are expressed to be “subject to Indexation” shall be adjusted in accordance with the provisions of this Paragraph 5 to reflect the effects of inflation.

5.2 The following costs, expenses, fees or charges included in the Charges shall not be subject to adjustment under this Paragraph 5 and shall not be included in the relevant amount or sum for the purposes of Paragraph 5.3:

5.2.1 Any costs charged by the Supplier to the Authority in respect of Assets or Authority Assets (including capital costs and installation, maintenance and support costs) which are incurred by the Supplier prior to the relevant adjustment date but which remain to be recovered through the Charges.

5.3 Notwithstanding any other provisions of this Schedule, amounts or sums in this Contract shall not be subject to Indexation during the first 2 years following the later of the go live date of the Mobilising System Solution and the applicable Operational Service Commencement Date (the “**Non-Indexation Period**”).

5.4 Where any amount or sum in this Contract is stated to be “subject to Indexation” then it will be indexed on the date which is one year after the end of the Non-Indexation Period to reflect the lower of 8% and the percentage change in the Consumer Prices Index (CPI) in the previous 12 months. Subsequent adjustments shall take place on each following yearly anniversary to reflect the lower of 8% and the percentage change in the price index since the previous change.

5.5 Except as set out in this Paragraph 5, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-contractors of the performance of their obligations.

5.6 Where the price index referred to in Paragraph 5.4:

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- 5.6.1 used to carry out an indexation calculation is updated (for example due to it being provisional) then the indexation calculation shall also be updated unless the Buyer and the Supplier agree otherwise; or
- 5.6.2 is no longer published, the Buyer and the Supplier shall agree an appropriate replacement index which shall cover to the maximum extent possible the same economic activities as the original index.

6. Allowable Assumptions

- 6.1 The Supplier shall determine whether each Allowable Assumption is accurate within its Verification Period.
- 6.2 During each Verification Period, the Authority shall provide the Supplier with reasonable assistance and access to information within its possession or reasonable control and which the Authority deems is relevant to the Allowable Assumption being verified.
- 6.3 Within 10 Working Days of the end of each Verification Period, the Supplier shall provide the Authority with a written report setting out the results of the Supplier's verification activity for the relevant Allowable Assumption, including whether the Allowable Assumption is accurate or whether the Implementation Plan requires adjustment.
- 6.4 Each Allowable Assumption shall be deemed accurate unless adjusting for the relevant Allowable Assumption has an impact:
 - 6.4.1 not used; or
 - 6.4.2 on the Implementation Plan which would require adjustment under the Change Control Procedure, as identified in column 3 of the table in Annex 5,in which case Paragraph 6.5 shall apply.
- 6.5 Where the Parties agree that an Allowable Assumption is not accurate and the Implementation Plan require adjusting:
 - 6.5.1 the Supplier shall take all reasonable steps to mitigate the impact of the Allowable Assumption on the Implementation Plan;
 - 6.5.2 the Supplier may (subject to Paragraph 6.5.3) propose a Change to take account of the impact of the adjustment of the Allowable Assumption and such Change Request shall be considered in accordance with the Change Control Procedure; and
 - 6.5.3 where the Supplier proposes a Change to the Charges under Paragraph 6.5.2, the Change Request shall reflect the requirements of the table in Annex 5, including the requirement that any proposed adjustment to the Charges shall not exceed the maximum impact on the relevant Charges as specified in column 7 of the table in Annex 5.

7. Risk Register

- 7.1 Not used.

Part D: Excessive Supplier Profit Margin

Not used.

Part E: Invoicing and Payment Terms

1. Supplier Invoices

- 1.1 The Authority shall accept for processing any electronic invoice that complies with the European Standard, provided that it is valid and undisputed.
- 1.2 If the Supplier proposes to submit for payment an invoice that does not comply with the European standard the Supplier shall:
 - 1.2.1 comply with the requirements of the Authority's e-invoicing system;
 - 1.2.2 prepare and provide to the Authority for approval of the format a template invoice within 10 Working Days of the Effective Date which shall include, as a minimum the details set out in Paragraph 1.3 together with such other information as the Authority may reasonably require to assess whether the Charges that will be detailed therein are properly payable; and
 - 1.2.3 make such amendments as may be reasonably required by the Authority if the template invoice outlined in 1.2.2 is not approved by the Authority.
- 1.3 The Supplier shall ensure that each invoice is submitted in the correct format for the Authority's e-invoicing system, or that it contains the following information:
 - 1.3.1 the date of the invoice;
 - 1.3.2 a unique invoice number;
 - 1.3.3 the Service Period or other period(s) to which the relevant Charge(s) relate;
 - 1.3.4 the correct reference for this Contract;
 - 1.3.5 the reference number of the purchase order to which it relates (if any);
 - 1.3.6 the dates between which the Services subject of each of the Charges detailed on the invoice were performed;
 - 1.3.7 a description of the Services;
 - 1.3.8 the pricing mechanism used to calculate the Charges (such as Firm Price, Fixed Price, Time and Materials, Volume Based pricing);
 - 1.3.9 any payments due in respect of Achievement of a Milestone, including the Milestone Achievement Certificate number for each relevant Milestone;
 - 1.3.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any Reimbursable Expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same;
 - 1.3.11 details of any Service Credits or Delay Payments or similar deductions that shall apply to the Charges detailed on the invoice;
 - 1.3.12 reference to any reports required by the Authority in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports

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issued by the Supplier for validation by the Authority, then to any such reports as are validated by the Authority in respect of the Services);

- 1.3.13 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries;
 - 1.3.14 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number); and
 - 1.3.15 where the Services have been structured into separate Service lines, the information at 1.3.1 to 1.3.14 of this Paragraph 1.3 shall be broken down in each invoice per Service line.
- 1.4 The Supplier shall invoice the Authority in respect of Services in accordance with the requirements of Part B. The Supplier shall first submit to the Authority a draft invoice setting out the Charges payable. The Parties shall endeavour to agree the draft invoice within 5 Working Days of its receipt by the Authority, following which the Supplier shall be entitled to submit its invoice.
- 1.5 Each invoice shall at all times be accompanied by Supporting Documentation. Any assessment by the Authority as to what constitutes Supporting Documentation shall not be conclusive and the Supplier undertakes to provide to the Authority any other documentation reasonably required by the Authority from time to time to substantiate an invoice.
- 1.6 The Supplier shall submit all invoices and Supporting Documentation through the Authority's electronic system as advised by the Authority or if that is not possible to:
- [redacted under FOIA Section 43, Commercial Interests]**
- 1.7 with a copy (again including any Supporting Documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.
- 1.8 All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.
- 1.9 The Authority shall regard an invoice as valid only if it complies with the provisions of this Part E. Where any invoice does not conform to the Authority's requirements set out in this Part E, the Authority shall promptly return the disputed invoice to the Supplier and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.
- 1.10 If the Authority fails to consider and verify an invoice in accordance with Paragraphs 1.4 and 1.9, the invoice shall be regarded as valid and undisputed for the purpose of Paragraph 2.1 (Payment in 30 days) after a reasonable time has passed.

2. Payment Terms

- 2.1 Subject to the relevant provisions of this Schedule, the Authority shall make payment to the Supplier within 30 days of verifying that the invoice is valid and undisputed.
- 2.2 Unless the Parties agree otherwise in writing, all Supplier invoices shall be paid in sterling by electronic transfer of funds to the bank account that the Supplier has specified on its invoice.

Annex 1: Charges

1. Rate Card Table: Supplier Personnel Rate Card

for the calculation of Time and Materials Charges for Contract Changes

Supplier Personnel Grade	Day Rate (£)	Hourly Rate (£)
[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]

Capped ADR

for the Calculation of Time and Materials Charges for Contract Changes

Capped ADR (capped average day rate):	Day Rate (£)
	[redacted under FOIA Section 43, Commercial Interests]

2. Software Table: licence/subscriptions

Volume Based pricing

Supplier Software (CAD/ICCS/gazetteer etc.)

Charge No.	Unit description	No of units	Initial Term										Extension Period(s)		
			Contract Year 1	Contract Year 2		Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6	Contract Year 7	Contract Year 8	Contract Year 9	Contract Year 10	Contract Year 11	Contract Year 12
			Implementation Services Y1	Implementation Services Y2	Operational Services Y1	Operational Services Y2	Operational Services Y3	Operational Services Y4	Operational Services Y5	Operational Services Y6	Operational Services Y7	Operational Services Y8 (part year)	Operational Services EP1	Operational Services EP2	Operational Services EP3
[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]
		Sub-totals:	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]

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Third Party Software (Windows/SQL etc.)

Charge No.	Unit description	No of units	Initial Term										Extension Period(s)		
			Contract Year 1	Contract Year 2		Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6	Contract Year 7	Contract Year 8	Contract Year 9	Contract Year 10	Contract Year 11	Contract Year 12
			Implementation Services Y1	Implementation Services Y2	Operational Services Y1	Operational Services Y2	Operational Services Y3	Operational Services Y4	Operational Services Y5	Operational Services Y6	Operational Services Y7	Operational Services Y8 (part year)	Operational Services EP1	Operational Services EP2	Operational Services EP3
[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]
		Sub-totals:	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]

3. Hardware Table: Workstations and other hardware/peripherals

Volume Based pricing

Charge No.	Unit description	No of units	Initial Term										Extension Period(s)		
			Contract Year 1	Contract Year 2		Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6	Contract Year 7	Contract Year 8	Contract Year 9	Contract Year 10	Contract Year 11	Contract Year 12
			Implementation Services Y1	Implementation Services Y2	Operational Services Y1	Operational Services Y2	Operational Services Y3	Operational Services Y4	Operational Services Y5	Operational Services Y6	Operational Services Y7	Operational Services Y8 (part year)	Operational Services EP1	Operational Services EP2	Operational Services EP3
[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]
		Sub-totals:	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]

4. Milestone Payments Table: for Implementation Services

Firm Prices

Implementation Services						
Milestone Payment number	Milestone short description	Milestone Payment	Upfront Payment	Amount paid on reaching Milestone (MP1-MP5)	Payment of Milestone Retention (MP6)	
MP1	Detailed Implementation Plan & Project Start-Up Documentation and Milestone Assurance Report	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]		
MP2	Installation/setup, commissioning and configuration, plus Testing and Milestone Assurance Report	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]		

Annex 2: Charging Mechanism and Adjustments

1. Milestone Payments and Delay Payments Table

The pricing mechanism for all Milestone Payments is Firm Price.

Charge Number	Description	Pricing Mechanism	CPP Milestone Charge Number	Delay Payments (if Key Milestone)
Implementation Services				
MP1	Detailed Implementation Plan and Project Start-Up Documentation and Milestone Assurance Report	Firm Price	N/A	N/A
MP2	Installation, commissioning and configuration plus Testing and Milestone Assurance Report	Firm Price	N/A	N/A
MP3	Integration, Testing and Milestone Assurance Report	Firm Price	N/A	N/A
MP4	Site Acceptance Test (SAT) and Milestone Assurance Report	Firm Price	N/A	N/A
MP5	Readiness for service (data migration (and Testing), training and go live) and Milestone Assurance Report	Firm Price	N/A	Reasonable Costs
MP6	3 months of Operational Services with no Major Faults and Milestone Assurance Report	Firm Price	CPP1	N/A

2. Service Charges Table

Charge Number	Pricing Mechanism	Service Charge Trigger Event	Service Charge Expiration Trigger Event
Support & maintenance and hosting			
[redacted under FOIA Section 43, Commercial Interests]	Fixed Price	Achievement of Milestone 5	End of Contract

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Charge Number	Pricing Mechanism	Service Charge Trigger Event	Service Charge Expiration Trigger Event
[redacted under FOIA Section 43, Commercial Interests]	Fixed Price	Start of Implementation Services (Effective Date)	End of Contract
Software: Supplier Software and Third Party Software			
[redacted under FOIA Section 43, Commercial Interests]	Volume Based	Achievement of Milestone 5	End of Contract
[redacted under FOIA Section 43, Commercial Interests]	Volume Based	When provided by Supplier	End of Contract
[redacted under FOIA Section 43, Commercial Interests]	Volume Based	Start of Implementation Services (Effective Date)	End of Contract
Goods initial provision: Workstations and other hardware/peripherals			
[redacted under FOIA Section 43, Commercial Interests]	Volume Based	When provided by Supplier	When paid for by Authority
Goods refresh			
[redacted under FOIA Section 43, Commercial Interests]	Volume Based	When provided by Supplier	When paid for by Authority

3. First Optional Services Table (Milestone Payments)¹¹

Charge Number	Pricing Mechanism	CPP Milestone Charge Number	
[insert Charge number for Milestone Payment]	Firm Price	[insert]	
[insert Charge number for Milestone Payment]	Firm Price	[insert]	

4. Second Optional Services Table (Service Charges)

Charge Number	Pricing Mechanism	Service Charge Trigger Event	Service Charge Expiration Trigger Event
[insert Charge number for any Volume Based pricing]	Volume Based	[insert]	[insert]
[insert Charge number for any other recurrent/ongoing Service Charges]	Fixed	[insert]	[insert]

¹¹ Tables 3 & 4 to be completed through the Change Control Procedure if / when Optional Services are called off by the Authority under clause 5.10.

Annex 3: Pro-forma Certificate of Costs

Not used.

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Annex 4: Risk Register

Not used.

Annex 5: Allowable Assumptions

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11
Ref	Description of proposed Allowable Assumption	Impact on the Implementation Plan if the Allowable Assumption is not accurate	Not used	Not used	Not used	Charge Impact (maximum, minimum and most likely values if the Allowable Assumption is not accurate)	Verification Method (how the Supplier will verify the Allowable Assumption)	Trigger for Invocation (what will determine that the Implementation Plan may require adjustment for the Allowable Assumption)	Period of Impact (period that the updated assumption will have an impact)	Expiry Date (Date at which the Allowable Assumption expires)
[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]				[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]

Annex 6: Estimated Charges and Supplier Profit Margin as at the Effective Date

Estimated Year 1 Charges

[redacted under
FOIA Section 43,
Commercial
Interests]

Estimated Initial Service Charges

[redacted under
FOIA Section 43,
Commercial
Interests]

Item	Milestone	Supplier Profit Margin for implementation at the Effective Date
1	M1	[redacted under FOIA Section 43, Commercial Interests]
5	M2	[redacted under FOIA Section 43, Commercial Interests]
6	M3	[redacted under FOIA Section 43, Commercial Interests]
7	M4	[redacted under FOIA Section 43, Commercial Interests]
8 to 11	M5	[redacted under FOIA Section 43, Commercial Interests]
12	M6	[redacted under FOIA Section 43, Commercial Interests]

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Implementation Services (average)	[redacted under FOIA Section 43, Commercial Interests]
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Schedule 16

Payments on Termination

Schedule 16: Payments on Termination

Not used.

Annex 1: Maximum Payments on Termination

Not used.

Schedule 17

Benchmarking

Schedule 17: Benchmarking

Not used.

Schedule 18

Financial Distress

Schedule 18: Financial Distress

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

- “Credit Rating Level”** a credit rating level as specified in Annex 1 of this Schedule;
- “Credit Rating Threshold”** the minimum Credit Rating Level for each entity in the FDE Group as set out in Annex 2 of this Schedule;
- “FDE Group”** means the Supplier and any Key Sub-contractors;
- “Rating Agencies”** the rating agencies listed in Annex 1 of this Schedule.

2. Warranties and Duty to Notify

2.1 The Supplier warrants and represents to the Authority for the benefit of the Authority that as at the Effective Date:

- 2.1.1 the long term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 2 of this Schedule; and
- 2.1.2 not used.

2.2 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group.

2.3 The Supplier shall:

- 2.3.1 regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies;
- 2.3.2 not used; and
- 2.3.3 promptly notify (or shall procure that its auditors promptly notify) the Authority in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event.

2.4 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provision of Paragraph 3.1.1, and for the purposes of determining relief under Paragraph 7.1, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if:

- 2.4.1 any of the Rating Agencies have given a Credit Rating Level for that entity which is below the applicable Credit Rating Threshold; or
- 2.4.2 a Rating Agency that is specified as holding a Credit Rating for an entity as set out at Annex 2 of this Schedule ceases to hold a Credit Rating for that entity.

2.5 Not used.

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3. Financial Distress Events

3.1 The following shall be Financial Distress Events:

- 3.1.1 the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;
- 3.1.2 an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;
- 3.1.3 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;
- 3.1.4 an FDE Group entity committing a material breach of covenant to its lenders;
- 3.1.5 a Key Sub-contractor notifying the Authority that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
- 3.1.6 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 9 months after its accounting reference date without an explanation to the Authority which the Authority (acting reasonably) considers to be adequate;
- 3.1.7 any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Authority which the Authority, acting reasonably, considers to be adequate;
- 3.1.8 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;
- 3.1.9 any of the following:
 - (a) any FDE Group entity makes a public announcement which contains adverse commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;
 - (b) commencement of any litigation against an 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;
 - (c) non-payment by an FDE Group entity of any financial indebtedness;
 - (d) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
 - (e) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
 - (f) the external auditor of an FDE Group entity expressing a qualified

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opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;

in each case which the Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Services in accordance with this Contract; and

3.1.10 not used.

4. Consequences of Financial Distress Events

4.1 Immediately upon notification by the Supplier of a Financial Distress Event (or if the Authority becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.5.

4.2 In the event of a late or non-payment of a Sub-contractor pursuant to Paragraph 3.1.5, the Authority shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier 10 Working Days to:

4.2.1 rectify such late or non-payment; or

4.2.2 demonstrate to the Authority's reasonable satisfaction that there is a valid reason for late or non-payment.

4.3 The Supplier shall (and shall procure that any relevant Sub-contractor shall):

4.3.1 at the request of the Authority, meet the Authority as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Contract; and

4.3.2 where the Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Contract:

(a) submit to the Authority for its approval, a draft Financial Distress Remediation Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing); and

(b) to the extent that it is legally permitted to do so and subject to Paragraph 4.7, provide such information relating to the Supplier and Sub-contractors as the Authority may reasonably require in order to understand the risk to the Services, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.

4.4 The Authority shall not withhold its approval of a draft Financial Distress Remediation

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Plan unreasonably. If the Authority does not approve the draft Financial Distress Remediation 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 Remediation Plan, which shall be resubmitted to the Authority within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is either:

- 4.4.1 approved by the Authority;
 - 4.4.2 referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Remediation Plan has not been approved, to commercial negotiation led by senior representatives who have authority to agree the Financial Distress Remediation Plan to be held within 28 days of the date of the notice; or
 - 4.4.3 finally rejected by the Authority.
- 4.5 Following approval of the Financial Distress Remediation Plan by the Authority, the Supplier shall:
- 4.5.1 on a regular basis (which shall not be less than fortnightly):
 - (a) review and make any updates to the Financial Distress Remediation Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by the Authority, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Services in accordance with this Contract; and
 - (b) provide a written report to the Authority setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;
 - 4.5.2 where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph 4.5.1, submit an updated Financial Distress Remediation Plan to the Authority for its approval, and the provisions of Paragraphs 4.4 and 4.5.1 shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and
 - 4.5.3 comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.
- 4.6 Where the Supplier reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Authority and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 4.5.
- 4.7 The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at Paragraph 4.3.2(b) is available when required and on request from the Authority and within reasonable timescales. Such measures

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may include:

- 4.7.1 obtaining in advance written authority from Sub-contractors authorising the disclosure of the information to the Authority and/or entering into confidentiality agreements which permit disclosure;
- 4.7.2 agreeing in advance with the Authority, Sub-contractors a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the Authority;
- 4.7.3 putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Authority (which may include making price sensitive information available to Authority nominated personnel through confidential arrangements, subject to their consent); and
- 4.7.4 disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

5. Financial Indicators

- 5.1 Not used.
- 5.2 Not used.

6. Termination Rights

- 6.1 The Authority shall be entitled to terminate this Contract under Clause 31.1.2 (*Termination by the Authority*) if:
 - 6.1.1 the Supplier fails to notify the Authority of a Financial Distress Event in accordance with Paragraph 2.3.3;
 - 6.1.2 the Supplier fails to comply with any part of Paragraph 4.3;
 - 6.1.3 the Authority finally rejects a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraphs 4.4 to 4.5.1; and/or
 - 6.1.4 the Supplier fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraph 4.5.3.

7. Primacy of Credit Ratings

- 7.1 Without prejudice to the Supplier's obligations and the Authority's rights and remedies under Paragraph 2, if, following the occurrence of a Financial Distress Event pursuant to any of Paragraphs 3.1.2 to 3.1.10, the Rating Agencies review and report subsequently that the credit ratings for the FDE Group entities do not drop below the relevant Credit Rating Thresholds specified for those entities in Annex 2 of this Schedule, then:
 - 7.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.5; and

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7.1.2 the Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

8. Board Confirmation

8.1 Not used.

Annex 1: Rating Agencies and their Standard Rating System

Experian

Commercial Delphi Score threshold will be set at a score of (greater than) 51 points: below average risk of business failure

https://www.uk.experian.com/bi/sp_ltd_commdelphi_info.html

Commercial Delphi Score

The Commercial Delphi score is an analytical tool designed to highlight the strength, performance and ultimately the creditworthiness of each company in a single score. The score ranges from 0 to 100 with the lowest scoring companies carrying the highest risk.

A score of zero denotes that either the company has failed, is no longer in existence (e.g. it is dissolved) or it can no longer apply for credit without reference to an external authority (e.g. a Receiver has been appointed). A score of 1 indicates that there has been a recent Intention to Dissolve or Petition for Winding-up.

Annex 2: Credit Ratings and Credit Rating Thresholds

Entity	Credit Rating (long term) (insert credit rating issued for the entity at the Effective Date)	Credit Rating Threshold
[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	Experian – 51

Annex 3: Calculation Methodology for Financial Indicators

Not used.

Annex 4: Board Confirmation

Not used.

Schedule 19

Financial Reports and Audit Rights

Schedule 19: Financial Reports and Audit Rights

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

**“Financial
Transparency
Objectives”**

has the meaning given in Paragraph 1 of Part A; and

“Open Book Data”

complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Term, including details and all assumptions relating to:

- (a) the Supplier’s Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software;
- (b) operating expenditure relating to the provision of the Services including an analysis showing:
 - (i) the unit costs and quantity of consumables and bought-in services;
 - (ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (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’s Profit Margin; and
 - (iv) Reimbursable Expenses;
- (c) Overhead;
- (d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;
- (e) the Supplier Profit achieved over the Term and on an annual basis;
- (f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;

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- (g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and
- (h) the actual Costs profile for each Service Period.

Part A: Financial Transparency Objectives and Open Book Data

1. Financial Transparency Objectives

1.1 The Supplier acknowledges that the provisions of this Schedule are designed (inter alia) to facilitate, and the Supplier shall co-operate with the Authority in order to achieve, the following objectives:

1.1.1 Understanding the Charges

- (a) for the Authority to understand any payment sought from it by the Supplier;

1.1.2 Agreeing the impact of Change

- (a) for both Parties to agree the quantitative impact of any Changes that affect ongoing costs and to identify how these could be mitigated and/or reflected in the Supplier's Charges;
- (b) for both Parties to be able to review, address issues with and re-forecast progress in relation to the provision of the Services;

1.1.3 Continuous improvement

- (a) for the Parties to challenge each other with ideas for efficiency and improvements; and
- (b) to enable the Authority to demonstrate that it is achieving value for money for the tax payer relative to current market prices,

(together the "**Financial Transparency Objectives**").

2. Open Book Data

2.1 The Supplier acknowledges the importance to the Authority of the Financial Transparency Objectives and the Authority's need for complete transparency in the way in which the Charges are calculated.

2.2 During the Term, and for a period of 7 years following the end of the Term, the Supplier shall:

2.2.1 maintain and retain the Open Book Data; and

2.2.2 disclose and allow the Authority and/or the Audit Agents access to the Open Book Data.

Part B: Financial Reports

Not used.

Part C: Audit Rights

1. Audit Rights

- 1.1 The Authority, acting by itself or through its Audit Agents, shall have the right during the Term and for a period of 18 months thereafter, to assess compliance by the Supplier and/or its Key Sub-contractors of the Supplier's obligations under this Contract, including for the following purposes:
- 1.1.1 not used;
 - 1.1.2 to verify the accuracy of the Charges and any other amounts payable by the Authority under this Contract (and proposed or actual variations to such Charges and payments);
 - 1.1.3 to verify the Costs (including the amounts paid to all Sub-contractors and any third party suppliers);
 - 1.1.4 to verify the Open Book Data;
 - 1.1.5 to verify the Supplier's and each Key Sub-contractor's compliance with this Contract and applicable Law;
 - 1.1.6 to identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
 - 1.1.7 to identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Guarantor and/or any Key Sub-contractors or their ability to perform the Services;
 - 1.1.8 to obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
 - 1.1.9 to review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;
 - 1.1.10 to carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
 - 1.1.11 to 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 Authority has used its resources;
 - 1.1.12 to verify the accuracy and completeness of any Management Information delivered or required by this Contract;
 - 1.1.13 to review any Performance Monitoring Reports and/or other records relating to the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records;

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- 1.1.14 to inspect the IT Environment (or any part of it) and the wider service delivery environment (or any part of it);
 - 1.1.15 to review the accuracy and completeness of the Registers;
 - 1.1.16 to review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
 - 1.1.17 to review the Supplier's quality management systems (including all relevant Quality Plans and any quality manuals and procedures);
 - 1.1.18 to review the Supplier's compliance with the Standards;
 - 1.1.19 to inspect the Authority Assets, including the Authority's IPRs, equipment and facilities, for the purposes of ensuring that the Authority Assets are secure and that any register of assets is up to date; and/or
 - 1.1.20 to review the integrity, confidentiality and security of the Authority Data.
- 1.2 Except where an audit is imposed on the Authority by a regulatory body or where the Authority has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Authority may not conduct an audit of the Supplier or of the same Key Sub-contractor more than once in any Contract Year.
- 1.3 Nothing in this Contract shall prevent or restrict the rights of the Comptroller and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Supplier and/or any of the Key Sub-contractors for the purposes of and pursuant to applicable Law.
- ## 2. Conduct of Audits
- 2.1 The Authority shall during each audit comply with those security, sites, systems and facilities operating procedures of the Supplier that the Authority deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.
- 2.2 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Authority and the Audit Agents with all reasonable co-operation and assistance (and shall procure such co-operation and assistance from its Sub-contractors) in relation to each audit, including:
- 2.2.1 all information requested by the Authority within the permitted scope of the audit;
 - 2.2.2 reasonable access to any Sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
 - 2.2.3 access to the Supplier System; and
 - 2.2.4 access to Supplier Personnel.
- 2.3 The Supplier shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Supplier's performance of the Services against the applicable Performance Indicators at a level of detail sufficient to verify compliance

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with the Performance Indicators.

- 2.4 The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention to conduct an audit.
- 2.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Paragraph 2, unless the audit identifies a material Default by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.

3. Use of Supplier's Internal Audit Team

- 3.1 Not used.
- 3.2 Not used.

4. Response to Audits

- 4.1 If an audit undertaken pursuant to Paragraph 1 identifies that:
 - 4.1.1 the Supplier has committed a Default, the Authority may (without prejudice to any rights and remedies the Authority may have) require the Supplier to correct such Default as soon as reasonably practicable and, if such Default constitutes a Notifiable Default, to comply with the Rectification Plan Process;
 - 4.1.2 there is an error in a Financial Report, the Supplier shall promptly rectify the error;
 - 4.1.3 the Authority has overpaid any Charges, the Supplier shall pay to the Authority:
 - (a) the amount overpaid;
 - (b) interest on the amount overpaid at the applicable rate under the *Late Payment of Commercial Debts (Interest) Act 1998*, accruing on a daily basis from the date of overpayment by the Authority up to the date of repayment by the Supplier; and
 - (c) the reasonable costs incurred by the Authority in undertaking the audit, the Authority may exercise its right to deduct such amount from the Charges if it prefers; and
 - 4.1.4 the Authority has underpaid any Charges, the Supplier shall not be entitled to increase the Charges paid or payable by the Authority.

Schedule 20

Anticipated Savings

Schedule 20: Anticipated Savings

Not used.

Schedule 21

Governance

Schedule 21: Governance

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

“Board Member”	the initial persons appointed by the Authority and Supplier to the Boards as set out in Annex 1 and any replacements from time to time agreed by the Parties in accordance with Paragraph 3.3;
“Boards”	the Service Management Board and Programme Board (the Service Management Board including the following steering groups: Change Management Group, Technical Group and Risk Management Group) and “Board” shall mean either Board or any steering group;
“Change Management Group”	the body described in Paragraph 6;
“Project Managers”	the individuals appointed as such by the Authority and the Supplier in accordance with Paragraph 2;
“Risk Management Group”	the body described in Paragraph 8;
“Service Management Board”	the body described in Paragraph 4; and
“Technical Group”	the body described in Paragraph 7.

2. Management of the Services

- 2.1 The Supplier and the Authority shall each appoint a project manager for the purposes of this Contract through whom the Services shall be managed at a day-to-day.
- 2.2 Both 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.

3. Boards

Establishment and structure of the Boards

- 3.1 The Boards shall be established by the Authority for the purposes of this Contract on which both the Supplier and the Authority shall be represented.
- 3.2 In relation to each Board, the:
- 3.2.1 Authority Board Members;

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- 3.2.2 Supplier Board Members;
 - 3.2.3 frequency that the Board shall meet (unless otherwise agreed between the Parties);
 - 3.2.4 location of the Board's meetings; and
 - 3.2.5 planned start date by which the Board shall be established,
- shall be as set out in Annex 1.
- 3.3 In the event that either Party wishes to replace any of its appointed Board Members, that Party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Authority Board Member has at all times a counterpart Supplier Board Member of equivalent seniority and expertise.

Board meetings

- 3.4 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:
- 3.4.1 a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and
 - 3.4.2 that they are debriefed by such delegate after the Board Meeting.
- 3.5 A chairperson shall be appointed by the Authority for each Board as identified in Annex 1. The chairperson shall be responsible for:
- 3.5.1 scheduling Board meetings;
 - 3.5.2 setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;
 - 3.5.3 chairing the Board meetings;
 - 3.5.4 monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
 - 3.5.5 ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within 7 Working Days after the Board meeting; and
 - 3.5.6 facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.
- 3.6 Board meetings shall be quorate as long as at least 2 representatives from each Party are present.
- 3.7 The Parties shall ensure, as far as reasonably practicable, that all Boards shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each Party shall endeavour to ensure that Board Members are empowered to

make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

4. Role of the Service Management Board

4.1 The Service Management Board shall be responsible for the executive management of the Services and shall:

- 4.1.1 be accountable to the Programme Board for comprehensive oversight of the Services and for the senior management of the operational relationship between the Parties;
- 4.1.2 report to the Programme Board on significant issues requiring decision and resolution by the Programme Board and on progress against the high level Implementation Plan;
- 4.1.3 receive reports from the Project Managers on matters such as issues relating to delivery of existing Services and performance against Performance Indicators, progress against the Implementation Plan and possible future developments;
- 4.1.4 review and report to the Programme Board on service management, co-ordination of individual projects and any integration issues;
- 4.1.5 deal with the prioritisation of resources and the appointment of Project Managers on behalf of the Parties;
- 4.1.6 consider and resolve Disputes (including Disputes as to the cause of a Delay or the performance of the Services) in the first instance and if necessary escalate the Dispute to the Programme Board; and
- 4.1.7 develop operational/supplier relationship and develop and propose the relationship development strategy and ensure the implementation of the same.

5. Role of the Programme Board

5.1 The Programme Board shall:

- 5.1.1 provide senior level guidance, leadership and strategy for the overall delivery of the Services;
- 5.1.2 be the point of escalation from the Change Management Group, the Technical Group and the Service Management Board; and
- 5.1.3 carry out the specific obligations attributed to it in Paragraph 5.2.

5.2 The Programme Board shall:

- 5.2.1 ensure that this Contract is operated throughout the Term in a manner which optimises the value for money and operational benefit derived by the Authority and the commercial benefit derived by the Supplier;
- 5.2.2 receive and review reports from the Service Management Board and review reports on technology, service and other developments that offer potential for improving the benefit that either Party is receiving, in particular value for

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money;

- 5.2.3 determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services or on any Optional Services;
- 5.2.4 authorise the commissioning and initiation of, and assess opportunities for, Optional Services; and
- 5.2.5 provide guidance and authorisation to the Change Management Group on relevant Changes.

6. Role of the Change Management Group

- 6.1 The Change Management Group shall assess the impact and approve or reject all Change Requests. Changes which will have a significant impact on the Services shall be escalated to the Programme Board.
- 6.2 The Change Management Group shall:
 - 6.2.1 analyse and record the impact of all Changes, specifically whether the proposed Change:
 - (a) has an impact on other areas or aspects of this Contract and/or other documentation relating to the Services;
 - (b) has an impact on the ability of the Authority to meet its agreed business needs within agreed timescales;
 - (c) will raise any risks or issues relating to the proposed Change; and
 - (d) will provide value for money in consideration of any changes to the future Charges and/or Performance Indicators and Target Performance Levels;
 - 6.2.2 provide recommendations, seek guidance and authorisation from the Programme Board as required; and
 - 6.2.3 approve or reject (close) all proposed Changes.

7. Role of the Technical Group

- 7.1 The Technical Group shall be accountable to the Programme Board for oversight of the technology used in the Supplier Solution and ensuring that technological choices are made to maximise the long term value of the Supplier Solution as a business asset of the Authority.
- 7.2 The Technical Group shall:
 - 7.2.1 ensure compliance with the Standards;
 - 7.2.2 grant dispensations for variations from such compliance where appropriate;
 - 7.2.3 assure the coherence and consistency of the systems architecture for the Supplier Solution;
 - 7.2.4 monitor developments in new technology and reporting on their potential

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benefit to the Services;

7.2.5 provide advice, guidance and information on technical issues; and

7.2.6 assure that the technical architecture of the Supplier Solution is aligned to the Authority Requirements and has sufficient flexibility to cope with future requirements of the Authority.

8. Role of the Risk Management Group

8.1 The Risk Management Group shall identify and manage risks relating to the performance of the Services.

8.2 The Risk Management Group shall:

8.2.1 provide assurance to the Programme Board that risks are being effectively managed across the Services, including reporting the 'top 5' risks to the Programme Board on a monthly basis;

8.2.2 identify the risks to be reported to the Programme Board via the regular risk reports;

8.2.3 not used;

8.2.4 not used; and

8.2.5 identify risks relating to or arising out of the performance of the Services and provisional owners of these risks.

9. Contract Management Mechanisms

9.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.

9.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Authority, processes for:

9.2.1 the identification and management of risks;

9.2.2 the identification and management of issues; and

9.2.3 monitoring and controlling project plans.

9.3 Not used.

10. Annual Review

10.1 An annual review meeting shall be held throughout the Term on a date to be agreed between the Parties.

10.2 The meetings shall be attended by the [redacted under FOIA Section 40, Personal Information] of the Supplier and the Head of the Authority and any other persons considered by the Head of the Authority to be necessary for the review.

Annex 1: Representation and Structure of Boards

Service Management Board

Authority Members of Service Management Board	[redacted under FOIA Section 40, Personal Information and FOIA Section 43, Commercial Interests]
Supplier Members of Service Management Board	[redacted under FOIA Section 40, Personal Information and FOIA Section 43, Commercial Interests]
Start Date for Service Management Board meetings	[redacted under FOIA Section 43, Commercial Interests]
Frequency of Service Management Board meetings	[redacted under FOIA Section 43, Commercial Interests]
Location of Service Management Board meetings	[redacted under FOIA Section 43, Commercial Interests]

Programme Board

Authority members of Programme Board	[redacted under FOIA Section 40, Personal Information and FOIA Section 43, Commercial Interests]
Supplier members of Programme Board	[redacted under FOIA Section 40, Personal Information and FOIA Section 43, Commercial Interests]
Start date for Programme Board meetings	[redacted under FOIA Section 43, Commercial Interests]
Frequency of Programme Board meetings	[redacted under FOIA Section 43, Commercial Interests]
Location of Programme Board meetings	[redacted under FOIA Section 43, Commercial Interests]

Change Management Group

Authority Members of Change Management Group	[redacted under FOIA Section 40, Personal Information and FOIA Section 43, Commercial Interests]
Supplier Members of Change Management Group	[redacted under FOIA Section 40, Personal Information and FOIA Section 43, Commercial Interests]
Start Date for Change Management Group meetings	[redacted under FOIA Section 43, Commercial Interests]
Frequency of Change Management Group meetings	[redacted under FOIA Section 43, Commercial Interests]

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Location of Change Management Group meetings	[redacted under FOIA Section 43, Commercial Interests]
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Technical Group

Authority Members of Technical Group	[redacted under FOIA Section 40, Personal Information and FOIA Section 43, Commercial Interests]
Supplier Members of Technical Group	[redacted under FOIA Section 40, Personal Information and FOIA Section 43, Commercial Interests]
Start Date for Technical Group meetings	[redacted under FOIA Section 43, Commercial Interests]
Frequency of Technical Group meetings	[redacted under FOIA Section 43, Commercial Interests]
Location of Technical Group meetings	[redacted under FOIA Section 43, Commercial Interests]

Risk Management Group

Authority Members for Risk Management Group	[redacted under FOIA Section 40, Personal Information and FOIA Section 43, Commercial Interests]
Supplier Members for Risk Management Group	[redacted under FOIA Section 40, Personal Information and FOIA Section 43, Commercial Interests]
Start Date for Risk Management Group meetings	[redacted under FOIA Section 43, Commercial Interests]
Frequency of Risk Management Group meetings	[redacted under FOIA Section 43, Commercial Interests]
Location of Risk Management Group meetings	[redacted under FOIA Section 43, Commercial Interests]

Schedule 22

Change Control Procedure

Schedule 22: Change Control Procedure

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

“Authority Change Manager”	the person appointed to that position by the Authority from time to time and notified in writing to the Supplier or, if no person is notified, the Authority Representative;
“Change Request”	a written request for a Contract Change which shall be substantially in the form set out in Annex 1: Change Request Form;
“Change Communication”	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to this Schedule;
“Change Milestone ”	an event or task described as a milestone for a Contract Change that is set out or referred to in the Change Authorisation Note which, if applicable, shall be completed by the relevant Change Milestone Date;
“Change Milestone Date”	the target date set out or referred to in the Change Authorisation Note against the relevant Change Milestone by which the Change Milestone must be Achieved;
“Drafting Party”	the Party that will prepare 2 copies of a Change Authorisation Note which it shall sign and deliver to the Receiving Party for its signature;
“Fast-track Change”	any Contract Change which the Parties agree to expedite in accordance with Paragraph 8;
“Impact Assessment”	an assessment of a Change Request in accordance with Paragraph 5;
“Impact Assessment Estimate”	has the meaning given in Paragraph 4.3;
“Receiving Party”	the Party which receives a proposed Change Authorisation Note for signature pursuant to Paragraph 6.2; and
“Supplier Change Manager”	the person appointed to that position by the Supplier from time to time and notified in writing to the Authority or, if no person is notified, the Supplier Representative.

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2. General Principles of Change Control Procedure

- 2.1 This Schedule sets out the procedure for dealing with Changes.
- 2.2 Operational Changes shall be processed in accordance with Paragraph 9. If either Party is in doubt about whether a change falls within the definition of an Operational Change, then it must be processed as a Contract Change.
- 2.3 The Parties shall deal with Contract Change as follows:
 - 2.3.1 either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 4;
 - 2.3.2 unless this Contract otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 5 before the Contract Change can be either approved or implemented;
 - 2.3.3 the Authority shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 6;
 - 2.3.4 the Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 7;
 - 2.3.5 save as otherwise provided in this Contract, no proposed Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 6.2; and
 - 2.3.6 if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with Paragraph 8.
- 2.4 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties shall follow the procedures set out in Schedule 14 (*Testing Procedures*), and, where appropriate, the Change Authorisation Note relating to such a Contract Change shall specify Change Milestones and Change Milestone Date(s) in respect of such Contract Change for the purposes of such procedures; a reference in Schedule 14 (*Testing Procedures*) to:
 - 2.4.1 the Effective Date shall be interpreted as the date of the Change Authorisation Note;
 - 2.4.2 a Milestone shall be interpreted as a reference to a Change Milestone; and
 - 2.4.3 a Milestone Date shall be interpreted as a reference to a Change Milestone Date,and other references, whether in Schedule 14 (*Testing Procedures*) or elsewhere in the Contract in order to give effect to this Paragraph, shall be similarly interpreted accordingly. Either Party may refer disagreements concerning interpretation to the Dispute Resolution Procedure.
- 2.5 Until a Change Authorisation Note has been signed and issued in accordance with Paragraph 6.2, then:

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- 2.5.1 unless the Authority expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Contract as if the proposed Contract Change did not apply; and
 - 2.5.2 any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Contract.
- 2.6 Unless the Authority directs otherwise, the Supplier shall:
- 2.6.1 within 10 Working Days of the final signature and issue of a Change Authorisation Note, deliver to the Authority a copy of this Contract updated to reflect all Contract Changes agreed in the relevant Change Authorisation Note and annotated with a reference to the Change Authorisation Note pursuant to which the relevant Contract Changes were agreed; and
 - 2.6.2 thereafter provide to the Authority such further copies of the updated Contract as the Authority may from time to time request.

3. Costs

- 3.1 Subject to Paragraph 3.3:
- 3.1.1 the costs of preparing each Change Request shall be borne by the Party making the Change Request; and
 - 3.1.2 the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Party making the Change Request provided that the Authority shall not be required to pay any such costs if:
 - (a) the Supplier can undertake the Impact Assessment within one Work Day;
 - (b) the Supplier is able to undertake the Impact Assessment by using resources already deployed in the provision of the Services; or
 - (c) such costs exceed those in the accepted Impact Assessment Estimate.
- 3.2 The cost of any Contract Change shall be calculated and charged in accordance with the principles and day rates set out in Schedule 15 (*Charges and Invoicing*). The Supplier shall be entitled to increase the Charges only if it can demonstrate in the Impact Assessment that the proposed Contract Change requires additional resources and, in any event, any change to the Charges resulting from a Contract Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Contract Change.
- 3.3 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

4. Change Request

- 4.1 Either Party may issue a Change Request to the other Party at any time during the Term.

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A Change Request shall state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.

- 4.2 If the Supplier issues the Change Request, then it shall also provide an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within 10 Working Days of the date of issuing the Change Request.
- 4.3 If the Authority issues the Change Request, then the Supplier shall provide as soon as reasonably practical and in any event within 10 Working Days of the date of receiving the Change Request an estimate (“**Impact Assessment Estimate**”) of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the Authority within 10 Working Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the Authority.
- 4.4 If the Authority accepts an Impact Assessment Estimate then following receipt of notice of such acceptance the Supplier shall provide the completed Impact Assessment to the Authority as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Estimate. If the Supplier requires any clarification in relation to the Change Request before it can deliver the Impact Assessment, then it shall promptly make a request for clarification to the Authority and provided that sufficient information is received by the Authority to fully understand:

4.4.1 The nature of the request for clarification; and

4.4.2 The reasonable justification for the request;

the time period to complete the Impact Assessment shall be extended by the time taken by the Authority to provide that clarification. The Authority shall respond to the request for clarification as soon as is reasonably practicable.

5. **Impact Assessment**

- 5.1 Each Impact Assessment shall be completed in good faith and shall include:
 - 5.1.1 details of the proposed Contract Change including the reason for the Contract Change; and
 - 5.1.2 details of the impact of the proposed Contract Change on the Services, the Optional Services (if any) and the Supplier’s ability to meet its other obligations under this Contract;
 - 5.1.3 any variation to the terms of this Contract that will be required as a result of that impact, including changes to:
 - (a) the Services Description, the Performance Indicators and/or the Target Performance Levels;
 - (b) the format of Authority Data, as set out in the Services Description;
 - (c) the Milestones, Implementation Plan and any other timetable previously agreed by the Parties;
 - (d) other services provided by third party contractors to the Authority,

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including any changes required by the proposed Contract Change to the Authority's IT infrastructure;

- 5.1.4 details of the cost of implementing the proposed Contract Change;
 - 5.1.5 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
 - 5.1.6 a timetable for the implementation, together with any proposals for the testing of the Contract Change;
 - 5.1.7 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and
 - 5.1.8 such other information as the Authority may reasonably request in (or in response to) the Change Request.
- 5.2 If the Contract Change involves the processing or transfer of any Personal Data outside the UK, in the event of the Personal Data being subject to UK GDPR, or the EU, in the event of the Personal Data being subject to EU GDPR, the preparation of the Impact Assessment shall also be subject to Clause 21 (*Protection of Personal Data*).
- 5.3 Subject to the provisions of Paragraph 5.4, the Authority shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 6 within 15 Working Days of receiving the Impact Assessment.
- 5.4 If the Authority receives a proposed Contract Change from the Supplier and the Authority reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within 5 Working Days of receiving the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Authority within 10 Working Days of receiving such notification. At the Authority's discretion, the Parties may repeat the process described in this Paragraph 5.4 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.
- 5.5 The calculation of costs for the purposes of Paragraphs 5.1.4 and 5.1.5 shall:
- 5.5.1 not used;
 - 5.5.2 facilitate the Financial Transparency Objectives;
 - 5.5.3 include estimated volumes of each type of resource to be employed and the applicable rate card in Schedule 15 (*Charges and Invoicing*);
 - 5.5.4 include full disclosure of any assumptions underlying such Impact Assessment, including Open Book Data;
 - 5.5.5 include evidence of the cost of any assets required for the Contract Change; and

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- 5.5.6 include details of any new Sub-contracts necessary to accomplish the Contract Change.

6. Authority's Right of Approval

- 6.1 Within 15 Working Days of receiving the Impact Assessment from the Supplier or within 10 Working Days of receiving the further information that it may request pursuant to Paragraph 5.4, the Authority shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
 - 6.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 6.2;
 - 6.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Authority shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Authority does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
 - 6.1.3 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within 5 Working Days of such request. Subject to Paragraph 5.4, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change within 10 Working Days.
- 6.2 If the Authority approves the proposed Contract Change pursuant to Paragraph 6.1 and it has not been rejected by the Supplier in accordance with Paragraph 7, then it shall inform the Supplier and, unless otherwise directed by the Authority, the Supplier shall be the Drafting Party. Following receipt by the Receiving Party of the Change Authorisation Note, it shall sign both copies and return one copy to the Drafting Party. Unless otherwise specified, on the Receiving Party's signature the Change Authorisation Note shall constitute (or, where the Authority has agreed to or required the implementation of a Change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Contract.
- 6.3 If the Receiving Party does not sign the Change Authorisation Note within 10 Working Days of receipt, then the Drafting Party shall have the right to notify the Receiving Party and if the Receiving Party does not sign the Change Authorisation Note within 5 Working Days of such notification, then the Drafting Party may refer the matter to the Expedited Dispute Timetable pursuant to the Dispute Resolution Procedure.

7. Supplier's Right to Reject

- 7.1 Following an Impact Assessment, if:
 - 7.1.1 the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority would:
 - (a) materially and adversely affect the risks to the health and safety of any person; and/or

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- (b) require the Services to be performed in a way that infringes any Law; and/or

7.1.2 the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the Supplier Solution nor the Services Description state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change,

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within 5 Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 4.3.

8. Fast-Track Changes

8.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.

8.2 If:

8.2.1 the Parties agree for any proposed Contract Change that the Fast-track Change procedure is reasonably required in order to ensure the timely progress, and/or for the most optimal delivery, of the Services; or

8.2.2 the proposed Contract Change is not significant (as determined by the Authority, acting reasonably),

then the Parties shall use the process set out in Paragraphs 4, 5, 6 and 6.3 but with reduced timescales, such that any period of 15 Working Days is reduced to 5 Working Days, any period of 10 Working Days is reduced to 2 Working Days and any period of 5 Working Days is reduced to 1 Working Day.

8.3 The Parties may agree in writing to revise the parameters set out in Paragraph 8.2 from time to time or that the Fast-track Change procedure shall be used in relation to a particular Contract Change notwithstanding that it does not meet one or more of the criteria in Paragraph 8.2.

9. Operational Change Procedure

9.1 Any Operational Changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change Control Procedure for proposed Contract Changes provided they do not:

9.1.1 have an impact on the business of the Authority or of the Fire Authorities;

9.1.2 require a change to this Contract;

9.1.3 have a direct impact on use of the Services; or

9.1.4 involve the Authority in paying any additional Charges or other costs.

9.2 The Authority may request an Operational Change by submitting a written request for Operational Change ("**RFOC**") to the Supplier Representative.

9.3 The RFOC shall include the following details:

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- 9.3.1 the proposed Operational Change; and
- 9.3.2 the timescale for completion of the Operational Change.
- 9.4 The Supplier shall inform the Authority of any impact on the Services that may arise from the proposed Operational Change.
- 9.5 The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Authority when the Operational Change is completed.

10. Communications

- 10.1 For any Change Communication to be valid under this Schedule, it must be sent to either the Authority Change Manager or the Supplier Change Manager, as applicable. The provisions of Clause 42 (*Notices*) shall apply to a Change Communication as if it were a notice.

Annex 1: Change Request Form

CR No.: [insert]	Title: [insert]	Type of Change: [insert, e.g. Fast-track Change]
Contract: Deed of Contract for Mobilising System Solution		Required by date: [insert]
Action: [insert]	Name: [insert]	Date: [insert]
Raised by: [insert]		
Area(s) impacted (optional field): [insert or put 'none' if none]		
Assigned for Impact Assessment by: [insert]		
Assigned for Impact Assessment to: [insert]		
Supplier reference no.: [insert]		
Full description of requested Contract Change (including proposed changes to the wording of the Contract): [insert or cross refer to and annex a separate document]		
Details of any proposed alternative scenarios: [insert]		
Reasons for and benefits and disadvantages of requested Contract Change: [insert]		
Signature of requesting Change owner: _____ Name: [print name] Position: [print position]		
Date of request: [insert]		

Annex 2: Change Authorisation Note

CR No.: [copy from CR form]	Title: [copy from CR form]	Date raised: [copy from CR form]
Contract: Deed of Contract for Mobilising System Solution	Type of Change: [copy from CR form]	Required by date: [copy from CR form]
Change Milestone(s):	Change Milestone Date(s):	
[insert description of Change Milestone(s) or put 'None' if there are no Change Milestones, or where any Milestones are set out in the Implementation Plan]	[insert corresponding Change Milestone Date(s) or put 'None' if there are no Change Milestones]	
[etc.]	[etc.]	
Delivery Date: [insert date agreed between the Authority and the Supplier for delivery of the Contract Change; in particular, this must be completed for KPI CH02]		
Detailed description of Contract Change for which Impact Assessment is being prepared and wording of related changes to the Contract: [insert or cross refer to and annex a separate document]		
Proposed adjustment to the Charges resulting from the Contract Change: [insert adjustment – may be increase or decrease in total Charges or no adjustment]		
Details of proposed additional Charges (CAN Charges or Charges for Optional Services):		
CAN Charge: [insert]		
Optional Services: Please see First Optional Services Table and Second Optional Services in Annex 2 of Schedule 15 (Charges and Invoicing) ¹²		
Means for determining one-off additional Charges (e.g. Fixed Price / Firm Price / T&M / volume basis)		
Pricing mechanism for CAN Charges: [delete those that do not apply; if no selection is made, the pricing mechanism will be Firm Price] Fixed Price / Firm Price / Time and Materials / Volume Based		
Pricing mechanism for Optional Services Charges: [delete those that do not apply; if no selection is made, the pricing mechanism will be Firm Price] Fixed Price / Firm Price / Volume Based		
Signed on behalf of the Authority:	Signed on behalf of the Supplier:	
Signature: _____	Signature: _____	
Name: _____	Name: _____	
Position: _____	Position: _____	
Date: _____	Date: _____	

¹² Please complete the First Optional Services Table and Second Optional Services Table in Annex 2 of Schedule 15 (Charges and Invoicing)

Schedule 23

Dispute Resolution Procedure

Schedule 23: Dispute Resolution Procedure

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

“CEDR”	the Centre for Effective Dispute Resolution at 100 St Paul’s Churchyard, London, EC4M 8BU;
“Counter Notice”	has the meaning given in Paragraph 7.2;
“Expert”	in relation to a Dispute, a person appointed in accordance with Paragraph 6.2 to act as an expert in relation to that Dispute;
“Expert Determination”	determination by an Expert in accordance with Paragraph 6;
“Mediation Notice”	has the meaning given in Paragraph 4.2;
“Mediator”	the independent third party appointed in accordance with Paragraph 5.2 to mediate a Dispute;
“Multi-Party Dispute”	a Dispute which involves the Parties and one or more Related Third Parties;
“Multi-Party Dispute Representatives”	has the meaning given in Paragraph 9.6;
“Multi-Party Dispute Resolution Board”	has the meaning given in Paragraph 9.6;
“Related Third Party”	a party to: (a) another contract with the Authority or the Supplier which is relevant to this Contract; or (b) a Sub-contract; and
“Supplier Request”	a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute.

2. Dispute Notices

2.1 If a Dispute arises then:

2.1.1 the Authority Representative and the Supplier Representative shall attempt in good faith to resolve the Dispute; and

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- 2.1.2 if such attempts are not successful within a reasonable period, not being longer than 20 Working Days, either Party may issue to the other a Dispute Notice.
- 2.2 A Dispute Notice:
 - 2.2.1 shall set out:
 - (a) the material particulars of the Dispute;
 - (b) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
 - (c) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and
 - 2.2.2 may specify in accordance with the requirements of Paragraphs 9.2 and 9.3 that the Party issuing the Dispute Notice has determined (in the case of the Authority) or considers (in the case of the Supplier) that the Dispute is a Multi-Party Dispute, in which case Paragraph 2.3 shall apply.
- 2.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to Paragraph 2.2.2, then:
 - 2.3.1 if it is served by the Authority it shall be treated as a Multi-Party Procedure Initiation Notice; and
 - 2.3.2 if it is served by the Supplier it shall be treated as a Supplier Request, and in each case the provisions of Paragraph 9 shall apply.
- 2.4 Subject to Paragraphs 2.5 and 3.2 and so long as the Authority has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:
 - 2.4.1 first by commercial negotiation (as prescribed in Paragraph 4);
 - 2.4.2 then, if either Party serves a Mediation Notice, by mediation (as prescribed in Paragraph 5); and
 - 2.4.3 lastly by recourse to arbitration (as prescribed in Paragraph 7) or litigation (in accordance with Clause 44 (*Governing Law and Jurisdiction*)).
- 2.5 Specific issues shall be referred to Expert Determination (as prescribed in Paragraph 6) where specified under the provisions of this Contract and may also be referred to Expert Determination where otherwise appropriate as specified in Paragraph 6.1.
- 2.6 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Contract regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice or proceedings under Paragraph 8 (*Urgent Relief*).

3. Expedited Dispute Timetable

- 3.1 In exceptional circumstances where the use of the times in this Schedule would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within 5 Working Days of the issue of a Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Authority.
- 3.2 If the Expedited Dispute Timetable is to be used pursuant to the provisions of Paragraph 3.1 or is otherwise specified under the provisions of this Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:
- 3.2.1 in Paragraph 4.2.3, 10 Working Days;
 - 3.2.2 in Paragraph 5.2, 10 Working Days;
 - 3.2.3 in Paragraph 6.2, 5 Working Days; and
 - 3.2.4 in Paragraph 7.2, 10 Working Days.
- 3.3 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. If the Parties fail to agree within 2 Working Days after the deadline has passed, the Authority may set a revised deadline provided that it is no less than 5 Working Days before the end of the period of time specified in the applicable Paragraphs (or 2 Working Days in the case of Paragraph 6.2). Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the Authority fails to set such a revised deadline then the use of the Expedited Dispute Timetable shall cease and the normal time periods shall apply from that point onwards.

4. Commercial Negotiation

- 4.1 Following the service of a Dispute Notice, then, so long as the Authority has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, the Authority and the Supplier shall make reasonable endeavours to resolve the Dispute as soon as possible by commercial negotiation between the Head of the Authority (or their nominee from a Public Sector Body) and the Supplier's **[redacted under FOIA Section 40, Personal Information]**.
- 4.2 If:
- 4.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiation, will not result in an appropriate solution;
 - 4.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation in accordance with this Paragraph 4; or
 - 4.2.3 the Parties have not settled the Dispute in accordance with Paragraph 4.1 within 30 Working Days of service of the Dispute Notice,

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either Party may serve a written notice to proceed to mediation in accordance with Paragraph 5 (a “**Mediation Notice**”).

5. Mediation

- 5.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with the version of CEDR’s Model Mediation Procedure which is current at the time the Mediation Notice is served (or such other version as the Parties may agree).
- 5.2 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within 20 Working Days from (and including) the service of a Mediation Notice then either Party may apply to CEDR to nominate such a person.
- 5.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 5.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Change Control Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

6. Expert Determination

- 6.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a technical matter of an IT, accounting or financing nature and the Dispute has not been resolved by commercial negotiation in accordance with Paragraph 4 or, if applicable, mediation in accordance with Paragraph 5, then either Party may by written notice to the other request (agreement to which request shall not be unreasonably withheld or delayed) that the Dispute be referred to an expert for determination.
- 6.2 The expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within 10 Working Days of the relevant request made pursuant to Paragraph 6.1, or if the person appointed is unable or unwilling to act, the expert shall be appointed:
 - 6.2.1 if the Dispute relates to any aspect of the technology underlying the provision of the Services or a matter of an IT technical nature, on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society);
 - 6.2.2 if the Dispute relates to a matter of a financial technical nature, on the instructions of the President of the Institute of Chartered Accountants of England and Wales; or
 - 6.2.3 if the Dispute relates to a matter of a technical nature not falling within Paragraphs 6.2.1 or 6.2.2, on the instructions of the president (or equivalent) of:
 - (a) an appropriate body agreed between the Parties; or

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- (b) if the Parties do not reach agreement on the relevant body within 15 Working Days of the relevant request made pursuant to Paragraph 6.1, such body as may be specified by the President of the Law Society on application by either Party.

6.3 The Expert shall act on the following basis:

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

7. Arbitration

- 7.1 Subject to compliance with its obligations under Paragraph 4.1 and to the provisions of Paragraph 6, the Authority may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of Paragraph 7.5.
- 7.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Authority of its intentions and the Authority shall have 15 Working Days following receipt of such notice to serve a reply (a "**Counter Notice**") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with Paragraph 7.5 or be subject to the exclusive jurisdiction of the courts of England and Wales. The Supplier shall not commence any court proceedings or arbitration until the expiry of such 15 Working Day period.
- 7.3 If the Authority serves a Counter Notice, then:
 - 7.3.1 if the Counter Notice requires the Dispute to be referred to arbitration, the provisions of Paragraph 7.5 shall apply; or
 - 7.3.2 if the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts of England and Wales, the Dispute shall be so referred to those courts and the Supplier shall not commence arbitration proceedings.
- 7.4 If the Authority does not serve a Counter Notice within the 15 Working Day period referred to in Paragraph 7.2, the Supplier may either commence arbitration proceedings

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in accordance with Paragraph 7.5 or commence court proceedings in the Courts of England and Wales which shall (in those circumstances) have exclusive jurisdiction.

7.5 The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to Paragraphs 7.1 to 7.4:

7.5.1 the Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (“**LCIA**”) (subject to Paragraphs 7.5.5, 7.5.6 and 7.5.7);

7.5.2 the arbitration shall be administered by the LCIA;

7.5.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

7.5.4 if the Parties fail to agree the appointment of the arbitrator within 10 Working Days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

7.5.5 the chair of the arbitral tribunal shall be British;

7.5.6 the arbitration proceedings shall take place in London and in the English language; and

7.5.7 the seat of the arbitration shall be London.

8. Urgent Relief

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

8.1.1 for interim or interlocutory remedies in relation to this Contract or infringement by the other Party of that Party’s Intellectual Property Rights; and/or

8.1.2 where compliance with Paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

9. Multi-Party Disputes

9.1 All Multi-Party Disputes shall be resolved in accordance with the procedure set out in this Paragraph 9 (the “**Multi-Party Dispute Resolution Procedure**”).

9.2 If at any time following the issue of a Dispute Notice, the Authority reasonably considers that the matters giving rise to the Dispute involve one or more Related Third Parties, then the Authority shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out the Authority’s determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure, such notice a “**Multi-Party Procedure Initiation Notice**”.

9.3 If following the issue of a Dispute Notice but before the Dispute has been referred to

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Expert Determination or to arbitration in accordance with Paragraph 7, the Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Related Third Parties, the Supplier may serve a Supplier Request on the Authority.

- 9.4 The Authority shall (acting reasonably) consider each Supplier Request and shall determine within 5 Working Days whether the Dispute is:
- 9.4.1 a Multi-Party Dispute, in which case the Authority shall serve a Multi-Party Procedure Initiation Notice on the Supplier; or
- 9.4.2 not a Multi-Party Dispute, in which case the Authority shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with Paragraphs 3 to 8.
- 9.5 If the Authority has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request with reference to the same Dispute.
- 9.6 Following service of a Multi-Party Procedure Initiation Notice a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the “**Multi-Party Dispute Resolution Board**”) comprising representatives from the following parties to the Multi-Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Party Dispute:
- 9.6.1 the Authority;
- 9.6.2 the Supplier;
- 9.6.3 each Related Third Party involved in the Multi-Party Dispute; and
- 9.6.4 any other representatives of any of the Parties and/or any Related Third Parties whom the Authority considers necessary,
- (together “**Multi-Party Dispute Representatives**”).
- 9.7 The Parties agree that the Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:
- 9.7.1 the Parties shall procure that their Multi-Party Dispute Representatives attend, and shall use their best endeavours to procure that the Multi-Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;
- 9.7.2 the Multi-Party Dispute Resolution Board shall first meet within 10 Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Parties may agree or, if the Parties do not reach agreement on the time and place within 5 Working Days of service of the relevant Multi-Party Procedure Initiation Notice, at the time and place specified by the Authority, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and
- 9.7.3 in seeking to resolve or settle any Multi-Party Dispute, the members of the

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Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations between the Parties and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.

- 9.8 If a Multi-Party Dispute is not resolved between the Parties and all Related Third Parties within 25 Working Days of the issue of the Multi-Party Procedure Initiation Notice (or such longer period as the Parties may agree in writing), then:
- 9.8.1 either Party may serve a Mediation Notice in respect of the Multi-Party Dispute in which case Paragraph 5 shall apply;
 - 9.8.2 either Party may request that the Multi-Party Dispute is referred to an expert in which case Paragraph 6 shall apply; and/or
 - 9.8.3 subject to Paragraph 9.9, Paragraph 7 shall apply to the Multi-Party Dispute, and in each case references to the "Supplier" or the "Parties" in such provisions shall include a reference to all Related Third Parties.
- 9.9 If a Multi-Party Dispute is referred to arbitration in accordance with Paragraph 7 or a Dispute becomes a Multi-Party Dispute during the course of arbitration proceedings and either Party is unable to compel a Related Third Party to submit to such arbitration proceedings, the Authority or the Supplier may discontinue such arbitration proceedings and instead initiate court proceedings. The costs of any such discontinued arbitration proceedings shall be borne by the Party which is in a direct contractual relationship with the Related Third Party or, where the Related Third Party is a Sub Contractor, by the Supplier.

Schedule 24

Reports and Records Provisions

Schedule 24: Reports and Records Provisions

1. Transparency Reports

- 1.1 Within 3 months of the Effective Date the Supplier shall provide to the Authority for its approval (such approval not to be unreasonably withheld or delayed) draft reports in accordance with Annex 1 (once approved, the “**Transparency Reports**”).
- 1.2 If the Authority rejects any draft Transparency Report, the Supplier shall submit a revised version of the relevant report for further approval by the Authority within 5 days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. If the Parties fail to agree on a draft Transparency Report the Authority shall determine what should be included.
- 1.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Authority at the frequency referred to in Annex 1.
- 1.4 Any disagreement in connection with the preparation and/or approval of Transparency Reports, other than under Paragraph 1.2 above in relation to the contents of a Transparency Report, shall be treated as a Dispute.
- 1.5 The requirements for Transparency Reports are in addition to any other reporting requirements in this Contract.

2. Other Reports

- 2.1 Subject to the Supplier's consent (not to be unreasonably withheld or unduly delayed), the Authority may require and the Supplier shall provide any or all of the following reports:
 - 2.1.1 delay reports;
 - 2.1.2 reports relating to Testing and tests carried out under Schedule 5 (*Security Management*) and Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*);
 - 2.1.3 reports which the Supplier is required to supply as part of the Management Information;
 - 2.1.4 annual reports on the Insurances;
 - 2.1.5 security reports; and
 - 2.1.6 Force Majeure Event reports.

3. Records

- 3.1 The Supplier shall retain and maintain all the records (including superseded records) referred to in Paragraph 1 and Annex 1 (together “**Records**”):
 - 3.1.1 in accordance with the requirements of The National Archives and Good Industry Practice;
 - 3.1.2 in chronological order;

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- 3.1.3 in a form that is capable of audit; and
- 3.1.4 at its own expense.
- 3.2 The Supplier shall make the Records available for inspection to the Authority on request, subject to the Authority giving reasonable notice.
- 3.3 Where Records are retained in electronic form, the original metadata shall be preserved together with all subsequent metadata in a format reasonably accessible to the Authority.
- 3.4 The Supplier shall, during the Term and a period of at least 7 years following the expiry or termination of this Contract, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Services including but not limited to all Records.
- 3.5 Records that contain financial information shall be retained and maintained in safe storage by the Supplier for a period of at least 7 years after the expiry or termination of this Contract.
- 3.6 Without prejudice to the foregoing, the Supplier shall provide the Authority:
 - 3.6.1 not used; and
 - 3.6.2 as soon as they shall have been sent to its shareholders in order to be laid before an annual general meeting of the Supplier, but not later than 130 Working Days after the end of each accounting reference period of the Supplier part or all of which falls during the Term, the Supplier's audited accounts and if applicable, of the consolidated audited accounts of the Supplier and its Affiliates in respect of that period together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.

4. Virtual Library

- 4.1 The Supplier shall, no later than 8 weeks prior to the Operational Service Commencement Date and without charge to the Authority, create (where the Virtual Library is to be hosted by the Supplier) or (where the Virtual Library is to be hosted by the Authority) assist the Authority to set up a Virtual Library on which the Supplier shall (subject to any applicable legislation governing the use or processing of personal data) make information about this Contract available in accordance with the requirements outlined in this Schedule.
- 4.2 The Supplier shall ensure that the Virtual Library is:
 - 4.2.1 capable of holding and allowing access to the information described in Annex 3 of this Schedule and includes full and accurate file details of all uploaded items including date and time of upload, version number and the name of the uploader;
 - 4.2.2 structured so that each document uploaded has a unique identifier which is automatically assigned;
 - 4.2.3 readily accessible by the Authority at all times in full via a user-friendly, password protected interface to such nominated users as are notified to the Supplier by the Authority from time to time;

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- 4.2.4 structured so as to allow nominated users to download either specific documents or the complete Virtual Library (to the extent it has Access Permission) in bulk and store and view the content offline (on a regular and automated basis);
 - 4.2.5 structured and maintained in accordance with the security requirements as set out in this Contract including those set out in Schedule 5 (*Security Management*);
 - 4.2.6 created and based on open standards in Schedule 4 (*Standards*); and
 - 4.2.7 backed up on a secure off-site system.
- 4.3 For the avoidance of doubt, the Virtual Library (excluding any Software used to host it) shall form a database which constitute Project Specific IPR which shall be licensed to the Authority pursuant to Paragraph 3.1 of Schedule 32 (*Intellectual Property Rights*) of this Contract.
- 4.4 The Supplier shall upload complete and accurate information specified in Annex 3 by the Initial Upload Date (except where prior to the launch of the Virtual Library in which case the date at which the Virtual Library is made available in accordance with Paragraph 4.1) onto Virtual Library in the format specified.
- 4.5 Unless an alternative equivalent approach is agreed in writing between the Parties, upon any document being uploaded to the Virtual Library, and where the Authority has been granted Access Permission to that document, the Supplier shall email on the same date as the upload, a copy of the document to the nominated Authority email address at:
- [redacted under FOIA Section 43, Commercial Interests]**
- 4.6 Except for notices under Clause 42.4 or items covered by Clause 42.6, where the Supplier is under an obligation to provide information to the Authority in a provision under this Contract, then the Supplier's upload of that information onto the Virtual Library shall satisfy the Supplier's obligation to provide the Authority with that information provided that the Authority has access in accordance with this Paragraph 4 and the uploaded information meets the requirements more particularly specified in the relevant provision.
- 4.7 Except to the extent that the requirements provide for earlier and more regular Authority access to up-to-date information, Annex 3 shall not take precedence over any other obligation to provide information in this Contract and the Supplier shall refer to the applicable clause for further details as to the requirement.
- 4.8 The Supplier shall provide each specified person (as set out in the column headed "Access Permission and Access Event (where applicable)" of the table at Annex 3) access to view and download the specified information in the Virtual Library in Annex 3 subject upon the occurrence of the access event (if any) specified in the column marked "Access Permission and Access Event (where applicable)" in Annex 3 to this Schedule.
- 4.9 Where Access Permission is not listed (in the column headed "Access Permission and Access Event (where applicable)" of the table at Annex 3) as being subject to the occurrence of a certain event the Supplier shall grant access to the person and information specified (in the column headed "Access Permission and Access Event (where applicable)" of the table at Annex 3) from the Initial Upload Date.

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- 4.10 Where Access Permission is specified as being granted to the Authority's Third Party Auditor (prior to the Authority being granted access) it shall:
- 4.10.1 be entitled to access, view and download information specified in Annex 3 subject to it entering into a confidentiality agreement with the Supplier to keep the contents confidential (except to the extent disclosure of the confidential information is required under Paragraph 4.10.2 of this Schedule); and
 - 4.10.2 report to the Authority (at its request) as to the completeness and accuracy of the information but not the substance of the information.
- 4.11 The Supplier shall ensure that the Virtual Library retains in an accessible form all historic or superseded records of the information specified Annex 3. In order to maintain the integrity of the historic archive of the information and documentation and for the purposes of maintaining a clear audit trail, the Supplier shall not delete or overwrite any information that has been stored in the Virtual Library, except for the purposes of maintenance (provided no information is lost during maintenance) or to enable the Supplier to comply with Data Protection Legislation.
- 4.12 The Supplier warrants that the information uploaded to the Virtual Library is accurate, complete, up-to-date and in accordance with this Contract at the date of upload.
- 4.13 Where the Supplier becomes aware that any of the information provided on the Virtual Library is materially inaccurate, incomplete or out of date (other than in respect of historic versions of documents) the Supplier shall provide an update to the information within 14 days unless already due to be updated beforehand due to an Update Requirement specified in Annex 3.
- 4.14 In the event of a conflict between any requirement in this Contract (excluding Annex 3) for the Supplier to provide information to the Authority and the requirements set out in Annex 3 of this Schedule, the requirement elsewhere in this Contract shall prevail.
- 4.15 The Supplier shall ensure that all approved users of the Virtual Library are alerted by email each time that information in the Virtual Library is uploaded or updated as it occurs.
- 4.16 No later than 1 Month prior to the Operational Service Commencement Date, the Supplier shall provide training manuals to the Authority relating to the use of the Virtual Library.
- 4.17 On request by the Authority the Supplier shall provide the Authority's nominated users with a reasonable level of training and ongoing support to enable them to make use of the Virtual Library.
- 4.18 For the avoidance of doubt, the cost of any redactions, access restrictions or compliance with the Data Protection Legislation in respect of the information hosted on the Virtual Library shall be at the Supplier's own cost and expense.

Annex 1: Transparency Reports

Title	Content	Format	Frequency
Performance Monitoring Report	As set out in Paragraph 1.2 of Part B of Schedule 3 <i>(Performance Levels)</i>	As set out in Paragraph 1.2 of Part B of Schedule 3 <i>(Performance Levels)</i>	Within 10 Working Days of the end of each Service Period
Balanced Scorecard Report	in Paragraph 1.3 of Part B of Schedule 3 <i>(Performance Levels)</i>	As set out in Paragraph 1.3 of Part B of Schedule 3 <i>(Performance Levels)</i>	Within 10 Working Days of the end of each Service Period

Annex 2: Records to be Kept by the Supplier

The records to be kept by the Supplier are:

1. This Contract, its Schedules and all amendments to such documents.
2. All other documents which this Contract expressly requires to be prepared.
3. Records relating to the appointment and succession of the Supplier Representative and each member of the Key Personnel.
4. Notices, reports and other documentation submitted by any Expert.
5. All operation and maintenance manuals prepared by the Supplier for the purpose of maintaining the provision of the Services and the underlying IT Environment and Supplier Equipment.
6. Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.
7. All formal notices, reports or submissions made by the Supplier to the Authority Representative in connection with the provision of the Services.
8. All certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services.
9. Documents prepared by the Supplier in support of claims for the Charges.
10. Documents submitted by the Supplier pursuant to the Change Control Procedure.
11. Documents submitted by the Supplier pursuant to invocation by it or the Authority of the Dispute Resolution Procedure.
12. Documents evidencing any change in ownership or any interest in any or all of the shares in the Supplier and/or the Guarantor, where such change may cause a change of Control; and including documents detailing the identity of the persons changing such ownership or interest.
13. Invoices and records related to VAT sought to be recovered by the Supplier.
14. Financial records, including audited and un-audited accounts of the Guarantor and the Supplier.
15. Records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents.
16. All documents relating to the insurances to be maintained under this Contract and any claims made in respect of them.
17. All journals and audit trail data referred to in Schedule 5 (*Security Management*).
18. All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Contract.

Annex 3: Records to Upload to Virtual Library

No.	Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
1.	Cl.5.5.5, 5.5.6, 5.8.2	Documentation	As appropriate and agreed by the Authority	Within 7 days of the issue of a Milestone Achievement Certificate in respect of the relevant Deliverable.	-	Authority ¹³
2.	Cl 6.4 Sch 13 Annex A	Detailed Implementation Plan Project Start-Up Documentation	Sch 13 As appropriate and agreed by the Authority	Within 20 Working Days of Effective Date Within 7 days of the issue of the Milestone Achievement Certificate for the first Milestone	Every 3 months from Effective Date Within 7 days of update (if any)	Authority Authority
3.	Cl 33.8.8	Annual slavery and human trafficking report	As appropriate and agreed by the Authority	Within 12 months	Every 12 months	Authority
4.	Cl 14.3	Key Personnel	Sch 29	Effective Date	On replacement of Key Personnel	Authority
5.	Cl 15.7	Notified Key Subcontractors	Sch 10	Effective Date	On replacement of key subcontractor	Authority

¹³ All references to the Authority having access in this column shall include a reference to each Fire Authority, but to be clear, no Fire Authority has the right to determine whether or not a third party has access to records in the Virtual Library.

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No.	Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
6.	CI 15.6 and 15.7	Notified Key Sub-Contractors	Sch 10	Effective Date	With each approved appointment or variation	Authority
7.	CI 15.28	Supply chain Transparency Reports	Sch 24, Annex 4	30 days prior to the of the end of each Supplier financial year	Every 12 months	Authority
8.	Sch 3, Part B Para 2.3	Performance Monitoring Report and the Balanced Scorecard Report	Sch 3, Part B	Service Commencement	Within 10 Working Days of the end of each Service Period	Authority
9.	Sch 4, Annex 1, Para 4	Evidence of compliance with sustainability requirements	-	On reasonable request by Authority	On reasonable request by Authority	Authority
10.	Sch 4, Annex 1, Para 4	Sustainability Report	Sch 4, Annex 1, Table C	As set out in Table C	As set out in Table C	Authority
11.	Sch 5, Para 4	Security Management Plan	Sch 5, Annex 3	When approved by the Authority	Upon update to the Security Management Plan	Authority
12.	Sch 5, Para 6.1, 6.2 and 6.3	Security certificates	As appropriate and agreed by the Authority	Prior to receiving, storing or processing any Authority Data	Upon reaccreditation or other change to the security certificates	Authority
13.	Sch 6, Para 4	Evidence of Insurances	Sch 6	Effective Date	Within 15 days after policy renewal or replacement	Authority

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No.	Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
14.	Sch 9	Commercially Sensitive Information	Sch 9	Effective Date	Upon Agreement by the Authority to vary the information	Authority and/or Auditor
15.	Sch 11, Para 1	Third Party Contracts	Sch 11	Effective Date	On appointment of subcontract	Authority
16.	Sch 12	Supplier Software and Third Party Software	Sch 12	Effective Date	No less than every 6 months from the Effective Date	Authority
17.	Sch 14, Para 4	Test Strategy	As appropriate and agreed by the Authority	Within 20 Working Days of Effective Date	Upon update to the test strategy	Authority
18.	Sch 14, Para 5	Test Plan	As appropriate and agreed by the Authority	20 Working Days prior to relevant test	Upon update to the test plan	Authority
19.	Sch 14, Para 8	Test Specification	As appropriate and agreed by the Authority	10 Working Days prior to relevant test	Upon update to the test specification	Authority
20.	Sch 14, Para 8 and Para 13	Test Report and Milestone Assurance Report	As appropriate and agreed by the Authority	2 Working Days prior to the date on which the test is planned to end for the Draft Test Report 5 days for the Final Test Report following the relevant test completion Within 2 Working Days of issue of the Milestone	Reissue Test Report with each retest Reissue Milestone Assurance Report with each update (if any)	Authority

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No.	Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
				Assurance Report to the Authority		
21.	Sch 15, Part E Para 1.1	Template Invoice	As appropriate and agreed by the Authority	Within 10 Working Days of the Effective Date	Upon Agreement by the Authority to vary the template	Authority
22.	Sch 18 Para 4.3.2	Financial Distress Remediation Plan	As appropriate and agreed by the Authority	As soon as reasonably practicable and in any event within 10 Working Days of initial notification or awareness of a Financial Distress Event	On a regular basis (not less than fortnightly)	Authority
23.	Sch 18, Para 8	Board Confirmation	As set out at Annex 4 of Sch 18	Within 120 days of the first Accounting Reference Date to occur	Within 15 months of the Previous Board Confirmation Provided or within 120 days after each Accounting Reference Date (whichever is the earlier)	Authority
24.	Sch 21, Para 3.3	Representation and Structure of boards	Sch 21 Annex 1	Within 7 days of receipt of intention, or in the case of a non-Authority board member agreement by the Authority	-	Authority

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No.	Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
25.	Sch 21, Para 3.5.5	Minutes of governance meetings (all boards)	As appropriate and agreed by the Authority	Within 7 days of receipt from chairperson	-	Authority
26.	Sch 22 Para 4.3	Impact Assessment Estimate	As appropriate and agreed by the Authority	Within 10 Working Days of date of receiving change request.	-	Authority
27.	Sch 22 Para 5	Impact Assessment	As appropriate and agreed by the Authority	Within the period agreed by the Impact Assessment Estimate	Within 10 Working Days of request by the Authority to update under Sch 22, Para 5.4	Authority
28.	Sch 22, Para 2.6	Update full copy of the Contract and copy of annotated version illustrating changes (unless Authority directs otherwise)	PDF and MS Word (editable)	Signature of Variation Date	Any variation	Authority
29.	Sch 22, Para 4	Change Request	Sch 22, 1	Within 10 Working Days of Authority issuing the Change Request	-	Authority
30.	Sch 22, Para 6.2	Change Authorisation Note (unless Authority directs otherwise)	Sch 22, Annex 2	When Authority approves proposed Contract Change pursuant to Paragraph 6.1 and it has not been rejected by the Supplier in accordance with Paragraph 7	-	Authority

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No.	Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
31.	Sch 23, Para 2.1	Dispute Notice	Sch 23 Para 2.2	No longer than 20 Working Days from an unresolved dispute arising	Any variation	Authority
32.	Sch 23, Para 2.4	Mediation Notice	As appropriate	When first served	Any variation	Authority
33.	Sch 24, Para 1	Reports and Records Provisions	Sch 24, Annex 1	Within 3 months of the Effective Date	Frequency specified in Sch 24, Annex 1	Authority
34.	Sch 25, Para 2.1.1	Register of All Assets, Sub-contracts and Other Relevant Agreements	As appropriate and agreed by the Authority	Within 3 months of the Effective Date	Any variation	Authority
35.	Sch 25, Para 2.1.2	Configuration Database of Technical Infrastructure and Operating Procedures	As appropriate and agreed by the Authority	Within 3 months of the Effective Date	Any variation	Authority
36.	Sch 25, Para 3.1	Exit Information	As appropriate and agreed by the Authority	On reasonable notice given by the Authority at any point during the Term	Within 10 Working Days of Authority's written request	Authority and its potential Replacement Suppliers
37.	Sch 25, Para 5.1	Exit Plan	Sch 25, Para 5.3	Within 3 months of the Effective Date	In the first month of each Contract Year; and Within 14 days if requested by the	Authority

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No.	Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
					Authority following a Financial Distress Event Within 20 days after service of Termination Notice or 6 months prior to expiry of the Contract	
38.	Sch 25, Para 6.3.5	Provide up to date Registers during the Termination Assistance Period	As appropriate	As requested by the Authority	As appropriate	Authority
39.	Sch 25, Para 6.7.2	Authority Data (handback)	Sch 25, Para 3 and/or as appropriate and agreed by the Authority	At the end of the Termination Assistance Period	-	Authority
40.	Sch 25, Annex 1, Para 1.1, Para 1.2 Para 1.3 & Para 1.4	Termination Services supporting documentation and knowledge transfer material	As appropriate and agreed by the Authority	As specified in the Termination Assistance Notice and in any event prior to the end of the Termination Assistance Period	As specified in the Termination Assistance Notice or otherwise requested by the Authority	Authority
41.	Sch 26 Service Continuity	Service Continuity Plan	Sch 26, Para 2.2	Within 40 Working Days from the Effective Date	Sch 26, Para 7.1	Authority

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No.	Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
42.	Sch 26, Para 7.2	Service Continuity Plan Review Report	Sch 26, Para 7.2	Within 20 Working Days of the conclusion of each review of the Service Continuity Plan.	-	Authority
43.	Sch 26, Part B	Corporate Resolution Planning Information	Sch 26, Part B, Para 2.3	Sch 26 Part B Para 2.2 (60 days of Effective Date or otherwise, where Supplier is a Public Sector Dependent Supplier, of a request from a Relevant Authority)	Sch 26, Para 2.8	Authority
44.	Sch 28, Part E, Para 1.1	Supplier's Provisional Supplier Personnel List and, Staffing Information	As appropriate and agreed by the Authority, in a suitably anonymised format so as to comply with the UK GDPR/DPA 2018, see Annex E2	Varies - Sch 28, Para 1.1.1 - 1.1.4	At such intervals as are reasonably requested by the Authority	Authority
45.	Sch 28, Part E, Para 1.2	Supplier's Final Supplier Personnel List	As appropriate and agreed by the Authority, see Annex E2	At least 20 Working Days prior to the Service Transfer Date	Upon any material change to the list of employees	Authority and, at the discretion of the Authority, the prospective Replacement Supplier and/or any prospective

Schedule 24: (Reports and Records Provisions)

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No.	Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
						Replacement Subcontractor
46.	Sch 28, Part E, Para 1.6	Information relating to the manner in which the services are organised	As appropriate and agreed by the Authority, see Annex E2	Within 20 Working Days of Authority request	Within 20 Working Days of Authority request	Authority
47.	Sch 28, Part E, Para 1.7	Payroll and benefits information	As appropriate and agreed by the Authority, see Annex E2	Within 5 Working Days following the Service Transfer Date	-	Authority, any Replacement Supplier and/or Replacement Sub-contractor
48.	Sch 28, Annex E1	List of Notified Sub-contractors	As appropriate and agreed by the Authority	Effective Date	Upon any change	Authority
49.	Sch 29	Key Personnel	Sch 29	Effective Date	As amended from time to time	Authority
50.	Sch 32, Annex 1	Foreground IPR	Annex 1 to Sch 32 (Intellectual Property Rights)	As agreed with Authority	Regularly - as agreed with Authority	Authority

Annex 4: Supply Chain Transparency Information Template

	Financial Year 20[]			
	Under this Contract		Supplier as a whole	
	£	%	£	%
Estimated total contract revenue (£) to be received in this Financial Year ¹⁴	£[]	100%	£[]	100%
Total value of Sub-contracted revenues (£) in this Financial Year	£[]	[]	£[]	[]
Total value of Sub-contracted revenues to SMEs (£) in this Financial Year	£[]	[]	£[]	[]
Total value of Sub-contracted revenues to VCSEs (£) in this Financial Year	£[]	[]	£[]	[]

¹⁴ Clarification: this is the Supplier's financial year/accounting period rather than tax year or public sector year.

Schedule 25

Exit Management

Schedule 25: Exit Management

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

“Emergency Exit”	any termination of this Contract which is a: <ul style="list-style-type: none">(a) termination of the whole or part of this Contract in accordance with Clause 31 (<i>Termination Rights</i>), except where the period of notice given under that Clause is greater than or equal to 6 months;(b) termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to Clause 31 (<i>Termination Rights</i>); or(c) wrongful termination or repudiation of this Contract by either Party;
“Ethical Wall Agreement”	an ethical wall agreement in a form similar to the draft ethical wall agreement set out at Annex 2;
“Exclusive Assets”	those Assets used by the Supplier or a Key Sub-contractor which are used exclusively in the provision of the Services;
“Exit Information”	has the meaning given in Paragraph 3.1;
“Exit Manager”	the person appointed by each Party pursuant to Paragraph 2.3 for managing the Parties’ respective obligations under this Schedule;
“Net Book Value”	the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Authority of the same date as this Contract;
“Non-Exclusive Assets”	those Assets (if any) which are used by the Supplier or a Key Sub-contractor in connection with the Services but which are also used by the Supplier or Key Sub-contractor for other purposes of material value;
“Ordinary Exit”	any termination of the whole or any part of this Contract which occurs: <ul style="list-style-type: none">(a) pursuant to Clause 31 (<i>Termination Rights</i>) where the period of notice given by the Party serving notice to

terminate pursuant to such Clause is greater than or equal to 6 months; or

- (b) as a result of the expiry of the Initial Term or any Extension Period;

“Transferable Assets” those of the Exclusive Assets which are capable of legal transfer to the Authority;

“Transferable Contracts” the Sub-contracts, licences for Supplier’s Software, licences for Third Party Software or other agreements which are necessary to enable the Authority or any Replacement Supplier to perform the Services or the Replacement Services, including in relation to licences all relevant Documentation; and

“Transferring Contracts has the meaning given in Paragraph 7.2.3.

2. Obligations During the Term to Facilitate Exit

2.1 During the Term, the Supplier shall:

2.1.1 create and maintain a register of all:

- (a) Assets, detailing their:
 - (i) make, model and asset number;
 - (ii) ownership and status as either Exclusive Assets or Non-Exclusive Assets;
 - (iii) Net Book Value;
 - (iv) condition and physical location; and
 - (v) use (including technical specifications); and
- (b) Sub-contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;

2.1.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Services, which shall contain sufficient detail to permit the Authority and/or Replacement Supplier to understand how the Supplier provides the Services and to enable the smooth transition of the Services with the minimum of disruption;

2.1.3 agree the format of the Registers with the Authority as part of the process of agreeing the Exit Plan; and

2.1.4 at all times keep the Registers up to date, in particular in the event that Assets,

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Sub-contracts or other relevant agreements are added to or removed from the Services.

2.2 The Supplier shall procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under this Contract.

2.3 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Schedule and provide written notification of such appointment to the other Party within 3 months of the Effective Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-contractors comply with this Schedule. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Schedule. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Contract and all matters connected with this Schedule and each Party's compliance with it.

3. Obligations to Assist on Re-tendering of Services

3.1 On reasonable notice at any point during the Term, the Supplier shall provide to the Authority and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:

3.1.1 details of the Service(s);

3.1.2 a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;

3.1.3 an inventory of Authority Data in the Supplier's possession or control;

3.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;

3.1.5 a list of ongoing and/or threatened disputes in relation to the provision of the Services;

3.1.6 to the extent permitted by applicable Law, all information relating to Transferring Supplier Employees required to be provided by the Supplier under this Contract; and

3.1.7 such other material and information as the Authority shall reasonably require, (together, the "**Exit Information**").

3.2 The Supplier acknowledges that the Authority may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Authority is considering engaging for a replacement supply to the extent that such disclosure is necessary in connection with such engagement (except that the Authority may not under this Paragraph 3.2 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-contractors' prices or costs). The

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Authority shall inform the Replacement Supplier or third party of the confidential nature of the Supplier's Confidential Information prior to its disclosure in order to impose on the Replacement Supplier or third party an equitable obligation of confidence or (at the Authority's discretion) may request that the Replacement Supplier or third party enters into a confidentiality arrangement with the Authority in terms equivalent to those set out in set out in Clause 19 (*Confidentiality*).

3.3 The Supplier shall:

3.3.1 notify the Authority as soon as reasonably practicable and in any event within 5 Working Days or such other period as the Authority agrees in writing of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Authority regarding such proposed material changes; and

3.3.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within 10 Working Days of a request in writing from the Authority or such other period as the Authority agrees in writing.

3.4 The Supplier may charge the Authority for its reasonable additional costs to the extent the Authority requests more than 4 updates in any 6 month period.

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

3.5.1 prepare an informed offer for those Services; and

3.5.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

4. **Obligation to enter into an Ethical Wall Agreement on Re-tendering of Services**

4.1 The Authority may require the Supplier to enter into the Ethical Wall Agreement at any point during a re-tendering or contemplated re-tendering of the Services or any part of the Services.

4.2 If required to enter into the Ethical Wall Agreement, the Supplier will return a signed copy of the Ethical Wall Agreement within 10 Working Days of receipt. The Supplier's costs of entering into the Ethical Wall Agreement will be borne solely by the Supplier.

5. **Exit Plan**

5.1 The Supplier shall, within 3 months after the Effective Date, deliver to the Authority an Exit Plan which:

5.1.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the relevant Services from the Supplier to the Authority and/or its Replacement Supplier on the Partial Termination, expiry or termination of this Contract;

5.1.2 complies with the requirements set out in Paragraph 5.3; and

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- 5.1.3 is otherwise reasonably satisfactory to the Authority.
- 5.2 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 20 Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 5.3 The Exit Plan shall set out, as a minimum:
 - 5.3.1 how the Exit Information is obtained;
 - 5.3.2 separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Supplier may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance as the Authority shall require to enable the Authority or its sub-contractors to provide the Services;
 - 5.3.3 a mechanism for dealing with Partial Termination on the assumption that the Supplier will continue to provide the remaining Services under this Contract;
 - 5.3.4 the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;
 - 5.3.5 the management structure to be employed during the Termination Assistance Period;
 - 5.3.6 a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;
 - 5.3.7 how the Services will transfer to the Replacement Supplier and/or the Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable);
 - 5.3.8 the scope of the Termination Services that may be required for the benefit of the Authority (including such of the services set out in Annex 1 as are applicable);
 - 5.3.9 a timetable and critical issues for providing the Termination Services;
 - 5.3.10 any charges that would be payable for the provision of the Termination Services (calculated in accordance with the methodology that would apply if such Services were being treated as a Contract Change), together with a capped estimate of such charges;
 - 5.3.11 how the Termination Services would be provided (if required) during the Termination Assistance Period;
 - 5.3.12 procedures to deal with requests made by the Authority and/or a Replacement Supplier for Staffing Information pursuant to Schedule 28 (*Staff Transfer*); and

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- 5.3.13 how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period.
- 5.4 The Parties acknowledge that the migration of the Services from the Supplier to the Authority and/or its Replacement Supplier may be phased, such that certain of the Services are handed over before others.
- 5.5 The Supplier shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Schedule in the first month of each Contract Year (commencing with the second Contract Year) and if requested by the Authority following the occurrence of a Financial Distress Event, within 14 days of such request, to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update, the Supplier shall submit the revised Exit Plan to the Authority for review. Within 20 Working Days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that 20 Working Day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

Finalisation of the Exit Plan

- 5.6 Within 20 Working Days after service of a Termination Notice by either Party or 6 months prior to the expiry of this Contract, the Supplier will submit for the Authority's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.
- 5.7 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Working Days following its delivery to the Authority then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the Supplier shall provide the Termination Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

6. Termination Services

Notification of Requirements for Termination Services

- 6.1 The Authority shall be entitled to require the provision of Termination Services at any time during the Term by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least 4 months prior to the date of termination or expiry of this Contract or as soon as reasonably practicable (but in any event, not later than 1 month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- 6.1.1 the date from which Termination Services are required;
- 6.1.2 the nature of the Termination Services required; and

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- 6.1.3 the period during which it is anticipated that Termination Services will be required, which shall continue no longer than 24 months after the expiry of the Initial Term or any Extension Period or earlier termination of this Contract;
- 6.2 The Authority shall have:
 - 6.2.1 an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend the Termination Assistance period beyond the date which is 30 months after expiry of the Initial Term or any Extension Period or earlier termination of this Contract ;and provided that it shall notify the Supplier to such effect no later than 20 Working Days prior to the date on which the provision of Termination Services is otherwise due to expire; and
 - 6.2.2 the right to terminate its requirement for Termination Services by serving not less than 20 Working Days' written notice upon the Supplier to such effect.

Termination Assistance Period

- 6.3 Throughout the Termination Assistance Period, or such shorter period as the Authority may require, the Supplier shall:
 - 6.3.1 continue to provide the Services (as applicable) and, if required by the Authority pursuant to Paragraph 6.1, provide the Termination Services;
 - 6.3.2 in addition to providing the Services and the Termination Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption following the Partial Termination, termination or expiry of this Contract and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Replacement Supplier;
 - 6.3.3 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in Paragraph 6.3.2 without additional costs to the Authority;
 - 6.3.4 provide the Services and the Termination Services at no detriment to the Target Performance Levels, save to the extent that the Parties agree otherwise in accordance with Paragraph 6.5; and
 - 6.3.5 at the Authority's request and on reasonable notice, deliver up-to-date Registers to the Authority.
- 6.4 Without prejudice to the Supplier's obligations under Paragraph 6.3.3, if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.3.2 without additional costs to the Authority, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Services or the Exit Plan shall be subject to the Change Control Procedure.
- 6.5 If the Supplier demonstrates to the Authority's reasonable satisfaction that transition of the Services and provision of the Termination Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Target Performance Level(s), the Parties shall vary

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

Termination Obligations

- 6.6 The Supplier shall comply with all of its obligations contained in the Exit Plan in respect of any Partial Termination or termination.
- 6.7 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule) in respect of the Services that have been terminated, the Supplier shall:
- 6.7.1 cease to use the Authority Data;
 - 6.7.2 provide the Authority and/or the Replacement Supplier with a complete and uncorrupted version of the Authority Data in electronic form (or such other format as reasonably required by the Authority);
 - 6.7.3 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Authority Data and promptly certify to the Authority that it has completed such deletion;
 - 6.7.4 return to the Authority such of the following as is in the Supplier's possession or control:
 - (a) any parts of the IT Environment and any other equipment which belongs to the Authority; and
 - (b) any items that have been on-charged to the Authority, such as consumables;
 - 6.7.5 vacate any Authority Premises unless access is required to continue to deliver the Services;
 - 6.7.6 provide access during normal working hours to the Authority and/or the Replacement Supplier for up to 12 months after the Partial Termination, expiry or termination of this Contract to:
 - (a) such information relating to the Services as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Authority and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this Paragraph 6.7.6(b).
- 6.8 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 Services and its compliance with the

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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 Services or for statutory compliance purposes.

7. Assets, Sub-contracts and Software

7.1 Following notice of termination or Partial Termination of this Contract and during the Termination Assistance Period, the Supplier shall not, in respect of the terminated Services, without the Authority's prior written consent:

7.1.1 terminate, enter into or vary any Sub-contract except to the extent that such change does not or will not affect the provision of Services or the Charges;

7.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; or

7.1.3 terminate, enter into or vary any licence for software in connection with the Services.

7.2 Within 20 Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to Paragraph 6.3.5, the Authority shall provide written notice to the Supplier setting out:

7.2.1 which, if any, of the Transferable Assets the Authority requires to be transferred to the Authority and/or the Replacement Supplier in respect of the terminated Services ("**Transferring Assets**");

7.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets; and

(b) the Non-Exclusive Assets,

the Authority and/or the Replacement Supplier requires the continued use of; and

7.2.3 which, if any, of Transferable Contracts the Authority requires to be assigned or novated to the Authority and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Authority and/or its Replacement Supplier to provide the Services from the expiry of the Termination Assistance Period. Where requested by the Authority and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Authority and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Authority and/or its Replacement Supplier requires to provide the Services or Replacement Services. Where requested by the Supplier, the Authority 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.

7.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell

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the Transferring Assets to the Authority and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where:

- 7.3.1 a Termination Payment is payable by the Authority to the Supplier, in which case, payment for such Assets shall be included within the Termination Payment; or
 - 7.3.2 the cost of the Transferring Asset has been partially or fully paid for through the Charges at the time of expiry or termination of this Contract, in which case the Authority shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Charges.
- 7.4 Risk in the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) on payment for the same.
- 7.5 Where the Supplier is notified in accordance with Paragraph 7.2.3 that the Authority 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:
- 7.5.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Authority) for the Authority and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 7.5.2 procure a suitable alternative to such assets and the Authority or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.
- 7.6 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Authority and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.
- 7.7 The Authority shall:
- 7.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 7.7.2 once a Transferring Contract is novated or assigned to the Authority and/or the Replacement Supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 7.8 The Supplier shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring Contract to the Authority and/or the Replacement Supplier has been effected.
- 7.9 The Supplier shall indemnify the Authority (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority

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(and/or Replacement Supplier) pursuant to Paragraph 7.6 both:

- 7.9.1 in relation to any matters arising prior to the date of assignment or novation of such Sub-contract; and
- 7.9.2 in relation to any matters arising after the date of assignment or novation of such Sub-contract where the loss, liability or cost arises as a result of the Supplier's failure to comply with Clause 16 (*Intellectual Property Rights*) and/or Schedule 32 (*Intellectual Property Rights*).

8. Supplier Personnel

- 8.1 The Authority and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services or part of them for any reason, Schedule 28 (*Staff Transfer*) shall apply.
- 8.2 The Supplier shall not take any step (expressly or implicitly or directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Authority and/or the Replacement Supplier.
- 8.3 During the Termination Assistance Period, the Supplier shall give the Authority and/or the Replacement Supplier reasonable access to the Supplier's personnel to present the case for transferring their employment to the Authority and/or the Replacement Supplier.
- 8.4 The Supplier shall immediately notify the Authority or, at the direction of the Authority, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.
- 8.5 The Supplier shall not for a period of 12 months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Authority and/or the Replacement Supplier, except that this Paragraph shall not apply where the employee, supplier or Sub-contractor applies in response to a public advertisement of a vacancy.

9. Charges

- 9.1 During the Termination Assistance Period (or for such shorter period as the Authority may require the Supplier to provide the Termination Services), the Authority shall pay the Charges to the Supplier in respect of the Termination Services in accordance with the rates set out in the Exit Plan (but shall not be required to pay costs in excess of the estimate set out in the Exit Plan). If the scope or timing of the Termination Services is changed and this results in a change to the costs of such Termination Services, the estimate may be varied in accordance with the Change Control Procedure.
- 9.2 Where the Authority requests an extension to the Termination Services beyond the Termination Assistance Period in accordance with Paragraph 6.2, the Authority shall provide at least 6 months' notice, and the same rate as set out in the Exit Plan (or the Charges when not stated in the Exit Plan) shall be payable.
- 9.3 For the purpose of calculating the costs of providing the Termination Services for inclusion in the Exit Plan or, if no Exit Plan has been agreed, the costs of providing Termination Services shall be determined in accordance with the Change Control

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Procedure.

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

10. Apportionments

- 10.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Authority and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:
- 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 10.1.2 the Authority shall be responsible for (or shall procure that the Replacement Supplier 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.
- 10.2 Each Party shall pay (and/or the Authority shall procure that the Replacement Supplier shall pay) any monies due under Paragraph 10.1 as soon as reasonably practicable.

Annex 1: Scope of the Termination Services

1. Scope of the Termination Services

- 1.1 The Termination Services to be provided by the Supplier shall include such of the following services as the Authority may specify:
 - 1.1.1 ceasing all non-critical Software changes (except where agreed in writing with the Authority);
 - 1.1.2 notifying the Sub-contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - 1.1.3 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 Authority and/or the Replacement Supplier after the end of the Termination Assistance Period;
 - 1.1.4 delivering to the Authority the existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation and status reports all relating to the 12 month period immediately prior to the commencement of the Termination Services;
 - 1.1.5 providing details of work volumes and staffing requirements over the 12 month period immediately prior to the commencement of the Termination Services;
 - 1.1.6 with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition;
 - 1.1.7 providing the Authority with any problem logs which have not previously been provided to the Authority;
 - 1.1.8 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Services and re-writing and implementing these during and for a period of 12 months after the Termination Assistance Period;
 - 1.1.9 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;
 - 1.1.10 agreeing with the Authority an effective communication strategy and joint communications plan which sets out the implications for Supplier Personnel, Authority staff, customers and key stakeholders;
 - 1.1.11 reviewing all Software libraries used in connection with the Services and providing details of these to the Authority and/or the Replacement Supplier;
 - 1.1.12 providing assistance and expertise as necessary to support the Authority

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and/or the Replacement Supplier develop the migration plan for business operations and Authority Data to the Replacement Supplier, which may include migration approach, testing of plans, contingency options, and handling of historic or archived Authority Data;

- 1.1.13 provide all necessary support, equipment, tools, and Software such as data migration services and/or Automated Programming Interfaces, in order to enable and support the execution of the migration plan by the Authority and/or Replacement Supplier;
- 1.1.14 making available to the Authority and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff as are nominated by the Authority (acting reasonably) at the time of termination or expiry;
- 1.1.15 assisting in establishing naming conventions for any new production site;
- 1.1.16 analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas;
- 1.1.17 generating a computer listing of the Source Code of **[insert details of relevant Software in the Exit Plan and any Termination Assistance Notice]** in a form and on media reasonably requested by the Authority;
- 1.1.18 agreeing with the Authority a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;
- 1.1.19 delivering copies of the production databases (with content listings) to the Authority's and/or the Replacement Supplier's operations staff (on appropriate media) as reasonably requested by the Authority;
- 1.1.20 assisting with the loading, testing and implementation of the production databases;
- 1.1.21 assisting in the execution of a parallel operation until the effective date of expiry or termination of this Contract;
- 1.1.22 in respect of the maintenance and support of the Supplier System, providing historical performance data for the previous **[insert time period in the Exit Plan and any Termination Assistance Notice]**;
- 1.1.23 assisting in the execution of a parallel operation of the maintenance and support of the Supplier System until the end of the Termination Assistance Period or as otherwise specified by the Authority (provided that these Services shall end on a date no later than the end of the Termination Assistance Period);
- 1.1.24 providing an information pack listing and describing the Services for use by the Authority in the procurement of the Replacement Services;
- 1.1.25 answering all reasonable questions from the Authority and/or the Replacement Supplier regarding the Services;

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- 1.1.26 agreeing with the Authority and/or the Replacement Supplier a plan for the migration of the Authority Data to the Authority and/or the Replacement Supplier;
- 1.1.27 providing access to the Authority and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding 6 months afterwards for the purpose of the smooth transfer of the Services to the Authority and/or the Replacement Supplier:
 - (a) to information and documentation relating to the Transferring Services that is in the possession or control of the Supplier or its Sub-contractors (and the Supplier agrees and shall procure that its Sub-contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
 - (b) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors; and
- 1.1.28 knowledge transfer services, including:
 - (a) transferring all training material and providing appropriate training to those Authority and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Services;
 - (b) providing for transfer to the Authority and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents;
 - (c) providing the Supplier and/or the Replacement Supplier with access to such members of the Supplier's or its Sub-contractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors; and
 - (d) allowing the Authority 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 Authority and the Replacement Supplier with any applicable security and/or health and safety restrictions,

and any such person who is provided with such 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 shall:

- 1.2.1 provide a documented plan relating to the training matters referred to in Paragraph 1.1.14 for agreement by the Authority at the time of termination or expiry of this Contract;
- 1.2.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1.18, providing skills and expertise of a suitable standard; and

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- 1.2.3 fully co-operate in the execution of the Authority Data migration plan agreed pursuant to Paragraph 1.1.26, providing skills and expertise of a reasonably acceptable standard.
- 1.3 To facilitate the transfer of knowledge from the Supplier to the Authority and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures to the operations personnel of the Authority and/or the Replacement Supplier.
- 1.4 The information which the Supplier shall provide to the Authority and/or the Replacement Supplier pursuant to Paragraph 1.1.27 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 Authority and/or the Replacement Supplier;
 - 1.4.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Authority pursuant to this Schedule;
 - 1.4.5 information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;
 - 1.4.6 details of physical and logical security processes and tools which will be available to the Authority; and
 - 1.4.7 any relevant interface information,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 Authority access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:
 - 1.5.1 any such agent or personnel (including employees, consultants and suppliers) having access to any Sites pursuant to this Paragraph 1.5 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 Authority deems reasonable; and
 - 1.5.2 the Authority 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

[THE AUTHORITY]

and

[THE COUNTERPARTY]

ETHICAL WALL AGREEMENT

This Agreement is dated [] 20[] (the “Effective Date”).

BETWEEN:

- (a) [insert NAME OF AUTHORITY] (the “Authority”) of [insert Authority’s address]; and
- (b) [NAME OF COUNTERPARTY] a [company]/[limited liability partnership] registered in England and Wales under registered number [insert registered number] whose registered office is at [insert Counterparty’s registered address] (the “Counterparty”),

together the “Parties” and each a “Party”.

BACKGROUND

- (A) The Authority is obliged to ensure transparency, fairness, non-discrimination and equal treatment in relation to its procurement process pursuant to the Procurement Regulations (defined below). 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 Authority is conducting a procurement exercise for the [supply/purchase/provision] of [insert details of project/goods/services] (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 Counterparty 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:

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“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 Counterparty, any of its Affiliates and/or any Subcontractors connected to the preparation of an ITT Response;

“Crown 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:

- (a) the Counterparty;
- (b) any of the Counterparty’s Affiliates; and/or
- (c) any Subcontractors,

who, because of the Counterparty’s, any of its Affiliates’ and/or any Subcontractors’ relationship with the Authority 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 Authority and:

- (a) the Counterparty;
- (b) any of the Counterparty’s Affiliates;
- (c) any Subcontractor; and
- (d) any other Third Party,

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

“Control” means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and **“Controls”** and **“Controlled”** shall be interpreted accordingly;

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

“Invitation to Tender” or **“ITT”** means an invitation to submit tenders issued by the Authority as part of an ITT Process (and shall include an Invitation to Negotiate);

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“ITT Process” means, with regard to the Purpose, the relevant procedure provided for in the Procurement Regulations (as amended), which the Authority 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 Authority 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;

“ITT 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 ITT process;

“Other Bidder” means any other bidder or potential bidder that is not the Counterparty or any of its Affiliates that has taken or is taking part in the ITT 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 Authority of all contract award notices that result from the ITT Process; or (ii) the abandonment or termination of the ITT Process as notified by the Authority;

“Procurement Regulations” means the Public Contracts Regulations 2015, the Public Procurement (Amendment etc.)(EU Exit) Regulations 2020, the Defence and Security Public Contracts Regulations 2011, the Utilities Contracts Regulations 2016, and the Concession Contracts Regulations 2016, each as amended from time to time;

“Professional Advisor” means a supplier, subcontractor, advisor or consultant engaged by the Counterparty and/or any of its Affiliates under the auspices of compiling its ITT 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 Counterparty, any of its Affiliates and/or any subcontractors engaged in connection with the ITT Process;

“Subcontractor” means an existing or proposed subcontractor of:

- (a) the Counterparty; and/or
- (b) any of the Counterparty’s Affiliates,

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

“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.

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- 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 Authority, the Counterparty, any of the Counterparty's Affiliates and/or any Subcontractors includes disclosure, or provision of access, by or to the Representatives of the Authority, the Counterparty, 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 terms "**associate**", "**holding company**", "**subsidiary**", "**subsidiary undertaking**" and "**wholly owned subsidiary**" have the meanings attributed to them in the Companies Act 2006, except that for the purposes of section 1159(1)(a) of that Act, the words 'holds a majority of the voting rights' shall be changed to 'holds 30% or more of the voting rights', and other expressions shall be construed accordingly.
- 1.10 The words "**include**" and "**including**" are to be construed without limitation.
- 1.11 The singular includes the plural and vice versa.
- 1.12 The headings contained in this Agreement shall not affect its construction or interpretation.

2. Ethical Walls

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

Conflicts of Interest

- 2.2 The Counterparty:
 - 2.2.1 shall take all appropriate steps to ensure that neither the Counterparty, nor its Affiliates, nor any Subcontractors nor any Representatives are in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives and the duties owed to the Authority under any Contract or pursuant to an open and transparent ITT Process; and
 - 2.2.2 acknowledges and agrees that a conflict of interest may arise in situations where the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives intend to take part in the ITT Process and because of the Counterparty's, any of its Affiliates', any Subcontractors' and/or any Representatives' relationship with the Authority under any Contract, the

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Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives have or have had access to information which could provide the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives with an advantage and render unfair an otherwise genuine and open competitive ITT Process.

- 2.3 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 ITT Process, the Counterparty shall take such steps that are necessary to eliminate the conflict of interest to the Authority's satisfaction, including one or more of the following:
- 2.3.1 not assigning any of the Conflicted Personnel to the Bid Team at any time;
 - 2.3.2 providing to the Authority 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 Authority promptly upon any change to it;
 - 2.3.3 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 ITT Process (gleaned from the performance of any Contract or otherwise); and/or
 - (b) which would or could in the opinion of the Authority confer an unfair advantage on the Counterparty in relation to its participation in the ITT Process,

becoming available to the Bid Team where the Authority has not made generally available that information to Other Bidders;
 - 2.3.4 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 ITT Process, its operation and all matters connected or ancillary to it becoming available to the Conflicted Personnel;
 - 2.3.5 ensure that agreements that flow down the Counterparty's obligations in this Agreement, are entered into as necessary, between the Counterparty and its Affiliates and any Subcontractors [in a form to be approved by the Authority];
 - 2.3.6 physically separating the Conflicted Personnel and the Bid Team, either in separate buildings or in areas with restricted access;
 - 2.3.7 providing regular training to its Affiliates, any Subcontractors and/or Representatives to ensure it is complying with this Agreement;
 - 2.3.8 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 Counterparty, its Affiliates, any Subcontractors and/or any Representatives have put in place in order to comply with this Agreement;
 - 2.3.9 ensuring that the Conflicted Personnel and the Bid Team are line managed

and report independently of each other; and

- 2.3.10 complying with any other action as the Authority, acting reasonably, may direct in connection with the ITT Process and/or this Agreement.

Notification of Conflicts of Interest

2.4 The Counterparty shall:

- 2.4.1 notify the Authority immediately in writing of all perceived, potential and/or actual conflicts of interest that arise or have arisen;

- 2.4.2 submit in writing to the Authority 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 Counterparty's plans to prevent potential conflicts of interests from arising ("**Proposed Avoidance Measures**"); and

- 2.4.3 seek the Authority's approval to the Proposed Avoidance Measures which the Authority shall have the right to grant, grant conditionally or deny (if the Authority rejects the Proposed Avoidance Measures the Counterparty shall repeat the process set out in this Clause 2.4 until such time as the Authority grants approval or the Counterparty withdraws from the ITT Process).

2.5 The Counterparty will provide to the Authority, 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 Authority.

2.6 The Authority reserves the right to require the Counterparty to demonstrate the measures put in place by the Counterparty under Clauses 2.2 and 2.3.

2.7 The Counterparty 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 Authority of the adequacy of such measures and does not discharge the Counterparty of its obligations or liability under this Agreement.

Exclusion from the ITT Process

2.8 Where, in the reasonable opinion of the Authority, there has been any breach by the Counterparty of Clauses 2.2, 2.3, or 2.4 or failure to obtain the Authority's approval of the Proposed Avoidance Measures the Authority shall be entitled to exclude the Counterparty, or any of its Affiliates and/or any Representatives, from the ITT Process, and the Authority may, in addition to the right to exclude, take such other steps as it deems necessary.

2.9 The actions of the Authority 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 Authority.

Bid Costs

2.10 In no event shall the Authority be liable for any bid costs incurred by:

2.10.1 the Counterparty or any of its Affiliates, any Representatives and/or any Subcontractors; or

2.10.2 any Third Party,

as a result of any breach of this Agreement by the Counterparty, any of its Affiliates, any Subcontractors and/or Representatives, including where the Counterparty, any of its Affiliates, any Subcontractors or Representatives, or any Third Party is or are excluded from the ITT Process.

Specific Remedies

2.11 The Counterparty acknowledges and agrees that:

2.11.1 neither damages nor specific performance are adequate remedies in the event of a breach of the obligations in Clause 2; and

2.11.2 in the event of a breach of any of the obligations in Clause 2 which cannot be effectively remedied the Authority shall have the right to terminate both this Agreement and the Counterparty's participation in the ITT Process in each case with immediate effect on written notice.

3. Sole Responsibility

3.1 It is the sole responsibility of the Counterparty 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 Authority of any procedures, agreements or arrangements provided by the Counterparty, any of its Affiliates, any Subcontractors and/or their Representatives to the Authority shall discharge the Counterparty's obligations.

4. Waiver and Invalidity

4.1 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.

4.2 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.

5. Assignment and Novation

5.1 The Counterparty 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 Authority.

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- 5.2 The Authority 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:
- 5.2.1 any Crown Body; or
 - 5.2.2 to a body other than a Crown Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority; and
 - 5.2.3 the Counterparty shall, at the Authority's request, enter into a novation agreement in such form as the Authority may reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 5.
- 5.3 A change in the legal status of the Authority such that it ceases to be a Crown Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Authority.

6. Contracts (Rights of Third Parties) Act 1999

- 6.1 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.

7. Transparency

- 7.1 The Parties acknowledge and agree that the Authority is under a legal duty pursuant to the Procurement Regulations to run transparent and fair procurement processes. Accordingly, the Authority 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.

8. Notices

- 8.1 Any notices sent under this Agreement must be in writing.
- 8.2 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 email to the correct email 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	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a	Properly addressed prepaid and delivered as evidenced

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Manner of Delivery	Deemed time of service	Proof of service
Working Day service providing proof of delivery.	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).	by signature of a delivery receipt.
Prepaid airmail, providing proof of postage.	At 9.00am on the fifth Business Day after posting.	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

8.3 Notices shall be sent to the addresses 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:

	Counterparty	Authority
Contact		
Address		
Email		

8.4 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.

9. Waiver and Cumulative Remedies

9.1 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.

9.2 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.

10. Term

10.1 Each Party's obligations under this Agreement shall continue in full force and effect for period of [] years from the Effective Date/[or for the period of the duration of the Procurement Process]

11. Governing Law and Jurisdiction

11.1 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.

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11.2 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 Authority

Name:

Signature:

Position in Authority:

Signed by the Counterparty

Name:

Signature:

Position in Counterparty:

Schedule 26

Service Continuity Plan and Corporate Resolution Planning

Schedule 26: Service Continuity Plan and Corporate Resolution Planning

Part A: Service Continuity Plan

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

“Authority-Related Disaster” the occurrence of one or more events which, either separately or cumulatively, prevent or hinder the Authority’s ability to access the Services and/or the IT Environment, and which is unrelated to availability of Services and/or the IT Environment, including for example a bomb threat meaning the Authority must evacuate the Authority Premises, a failure in the Authority’s internet connection at the Authority Premises, or a Force Majeure Event affecting the Authority;

“Business Continuity Plan” has the meaning given in Paragraph 2.2.1(b);

“Business Continuity Services” has the meaning given in Paragraph 4.2.2;

“Department” 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:

- (a) Government Department; or
- (b) Non-Ministerial Department.

“Disaster ” the occurrence of one or more events which, either separately or cumulatively, mean that the Mobilising System Solution and/or Services, or a material part of the Mobilising System Solution and/or Services will be unavailable for any period of time or inaccessible by the Authority or which is reasonably anticipated will mean that the Mobilising System Solution and/or Services or a material part of the Mobilising System Solution and/or Services will be unavailable for that period or inaccessible by the Authority, but excluding an Authority-Related Disaster and excluding Service Downtime that has been approved in advance by the Authority;

“Disaster Recovery Plan” has the meaning given in Paragraph 2.2.1(c);

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“Disaster Recovery Services”	the services embodied in the processes and procedures for restoring the Mobilising System Solution and/or Services following the occurrence of a Disaster;
“Disaster Recovery System”	the system identified by the Supplier in the Supplier Solution which shall be used for the purpose of delivering the Disaster Recovery Services;
“Fallback Arrangements”	the manual temporary fallback arrangements (at the Effective Date, involving desktop telephone and radio terminal equipment) put in place by the Authority in order to continue to operate in the event of any Unauthorised Downtime;
“Insolvency Continuity Plan”	has the meaning given in Paragraph 2.2.1(d);
“Related Service Provider”	<p>any person who provides services to the Authority in relation to this Contract from time to time, which persons include as at the Effective Date:</p> <ul style="list-style-type: none">• Airwave Solutions Limited (Airwave Radio Network);• BT plc (British Telecom, 999 and EISEC services);• AVR Group Limited (MAIT gateway);• Ordnance Survey Limited (mapping and gazetteer data);• What3Words Limited (address location service);• 3TC Software Limited – Motorola Solutions (MDT gateway);• Airbus Defence and Space Oy (Mobile Data Gateway (MDG));• PageOne Communications Limited t/a Critico (paging and SMS);• Gartan Technologies Limited (resource availability);• Infographics UK Limited (Firewatch resource availability);• Greater Manchester Combined Authority (GMCA) (networking, IT infrastructure, internet provision, etc.);
“Review Report”	has the meaning given in Paragraphs 7.2.1 to 7.2.3; and
“Secondary Control”	the secondary arrangements, facility or other solution, identified by the Supplier in the Supplier Solution which shall be used for the purpose of enabling the Authority to access the

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Mobilising System Solution in the event of an Authority-Related Disaster;

“Service Continuity Plan” means the plan prepared pursuant to Paragraph 2 of this Schedule which incorporates the Business Continuity Plan, Disaster Recovery Plan and the Insolvency Continuity Plan.

2. Service Continuity Plan

2.1 Within 40 Working Days from the Effective Date the Supplier shall prepare and deliver to the Authority for the Authority’s written approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to ensure:

- 2.1.1 recovery of the Services and/or the IT Environment within 4 hours of the start of any Unauthorised Downtime as described in Paragraph 3.6.6 of Schedule 2 (*Services Description*);
- 2.1.2 rapid deployment of Secondary Control in the event of an Authority-Related Disaster together with further assistance as described in Paragraph 3.6.7 of Schedule 2 (*Services Description*);
- 2.1.3 continuity of the business processes and operations supported by the Mobilising System Solution and/or Services following any failure or disruption of any element of the Mobilising System Solution and/or Services (including where caused by an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member); and
- 2.1.4 the recovery of the Mobilising System Solution and/or Services in the event of a Disaster;

and in each case which meets the Authority Requirements in the 'Business Continuity and Disaster Response' section of the SRD and aligns to the Authority's equivalent plans.

2.2 The Service Continuity Plan shall:

- 2.2.1 be divided into 4 parts:
 - (a) Part A which shall set out general principles applicable to the Service Continuity Plan;
 - (b) Part B which shall relate to business continuity (the **“Business Continuity Plan”**);
 - (c) Part C which shall relate to disaster recovery (the **“Disaster Recovery Plan”**);
 - (d) Part D which shall relate to an Insolvency Event of the Supplier, any Key Sub-contractors and/or any Supplier Group member (the **“Insolvency Continuity Plan”**); and
- 2.2.2 unless otherwise required by the Authority in writing, be based upon and be consistent with the provisions of Paragraphs 3, 4, 5 and 6.

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- 2.3 Following receipt of the draft Service Continuity Plan from the Supplier, the Authority shall:
 - 2.3.1 review and comment on the draft Service Continuity Plan as soon as reasonably practicable; and
 - 2.3.2 notify the Supplier in writing that it approves or rejects the draft Service Continuity Plan no later than 20 Working Days after the date on which the draft Service Continuity Plan is first delivered to the Authority.
- 2.4 If the Authority rejects the draft Service Continuity Plan:
 - 2.4.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and
 - 2.4.2 the Supplier shall then revise the draft Service Continuity Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Service Continuity Plan to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 2.3 and this Paragraph 2.4 shall apply again to any resubmitted draft Service Continuity Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3. Service Continuity Plan: Part A – General Principles and Requirements

- 3.1 Part A of the Service Continuity Plan shall:
 - 3.1.1 set out how the Fallback Arrangements, Secondary Control, business continuity, disaster recovery and insolvency continuity elements of the plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the Service Continuity Plan may impact upon the operation of the Mobilising System Solution and/or Services and any services provided to the Authority by a Related Service Provider;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Authority and (at the Authority's request) any Related Service Provider with respect to issues concerning Fallback Arrangements, Secondary Control, business continuity, disaster recovery and insolvency continuity where applicable;
 - 3.1.4 detail how the Service Continuity Plan links and interoperates with any overarching and/or connected disaster recovery, business continuity and/or insolvency continuity plan of the Authority and any of its other Related Service Providers in each case as notified to the Supplier by the Authority 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 multi-channels (including a website (with FAQs), email, phone and fax) for both portable and desktop configurations, where required by the Authority;
 - 3.1.6 contain a risk analysis, including:

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- (a) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - (b) identification of any single points of failure within the Mobilising System Solution and Services and processes for managing the risks arising therefrom;
 - (c) identification of risks arising from the interaction of the Mobilising System Solution and/or Services with the services provided by a Related Service Provider;
 - (d) identification of risks arising from an Insolvency Event of the Supplier, any Key Sub-contractors and/or Supplier Group member; and
 - (e) a business impact analysis (detailing the impact on business processes and operations) 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 (including roles and responsibilities) for the Supplier (and any Sub-contractors) and for the Authority;
- 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 ensure that there is no more than the accepted amount of data loss and to preserve data integrity;
- 3.1.11 identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the Service Continuity Plan; and
- 3.1.12 provide for the provision of technical advice and assistance to key contacts at the Authority as notified by the Authority from time to time to inform decisions in support of the Authority’s business continuity plans.
- 3.2 The Service Continuity Plan shall be designed so as to ensure that:
- 3.2.1 the Mobilising System Solution and Services are provided in accordance with this Contract at all times during and after the invocation of the Service Continuity Plan;
 - 3.2.2 the adverse impact of any Disaster; Authority-Related Disaster; service failure; an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member; or disruption on the operations of the Authority, is minimal as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 22301 and all other industry standards from time to time in force; and
 - 3.2.4 there is a process for the management of disaster recovery testing detailed in the Service Continuity Plan.
- 3.3 The Service Continuity Plan shall be upgradeable and sufficiently flexible to support any changes to the Mobilising System Solution and/or Services, to the business processes

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facilitated by and the business operations supported by the Mobilising System Solution and/or Services, and/or changes to the Supplier Group structure.

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

4. Service Continuity Plan: Part B – Business Continuity

Principles and Contents

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Mobilising System Solution and/or Services remain supported and to ensure continuity of the business operations supported by the Mobilising System Solution and/or Services including, unless the Authority expressly states otherwise in writing:
- 4.1.1 the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Mobilising System Solution and/or Services and/or an Authority-Related Disaster; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the Mobilising System Solution and/or Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
- 4.2.1 address the various possible levels of failures of or disruptions to the Mobilising System Solution and/or Services;
 - 4.2.2 set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Mobilising System Solution and/or Services (such services and steps, the “**Business Continuity Services**”);
 - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators in respect of other Services during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

5. Service Continuity Plan: Part C – Disaster Recovery

Principles and Contents

- 5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Authority supported by the Mobilising System Solution and Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

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- 5.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.
- 5.3 The Disaster Recovery Plan shall include the following:
- 5.3.1 the technical design and build specification of the Disaster Recovery System;
 - 5.3.2 details of the procedures and processes to be put in place by the Supplier in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:
 - (a) data centre and disaster recovery site audits;
 - (b) backup methodology and details of the Supplier's approach to data back-up and data verification;
 - (c) identification of all potential disaster scenarios;
 - (d) risk analysis;
 - (e) documentation of processes and procedures;
 - (f) hardware configuration details;
 - (g) network planning including details of all relevant data networks and communication links;
 - (h) invocation rules;
 - (i) Service recovery procedures; and
 - (j) steps to be taken upon resumption of the Mobilising System Solution and/or Services to address any prevailing effect of the failure or disruption of the Mobilising System Solution and/or Services;
 - 5.3.3 any applicable Performance Indicators with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Performance Indicators in respect of other Services during any period of invocation of the Disaster Recovery Plan;
 - 5.3.4 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;
 - 5.3.5 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 5.3.6 testing and management arrangements.

6. Service Continuity Plan: Part D – Insolvency Continuity Plan

Principles and Contents

- 6.1 The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Authority supported by the Mobilising System Solution and Services through continued provision of the Mobilising System Solution and Services

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following an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.

6.2 The Insolvency Continuity Plan shall include the following:

- 6.2.1 communication strategies which are designed to minimise the potential disruption to the provision of the Mobilising System Solution and Services, including key contact details in respect of the supply chain and key contact details for operational and contract Supplier Personnel, Key Sub-contractor personnel and Supplier Group member personnel;
- 6.2.2 identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Sub-contractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Mobilising System Solution or Services;
- 6.2.3 plans to manage and mitigate identified risks;
- 6.2.4 details of the roles and responsibilities of the Supplier, Key Sub-contractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Mobilising System Solution and Services;
- 6.2.5 details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Sub-contractors and Supplier Group members); and
- 6.2.6 sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.

7. Review and Amendment of the Service Continuity Plan

7.1 The Supplier shall review and update the Service Continuity Plan (and the risk analysis on which it is based):

- 7.1.1 on a regular basis and as a minimum once every 12 months;
- 7.1.2 within 3 Months of the Service Continuity Plan (or any part) having been invoked pursuant to Paragraph 9;
- 7.1.3 within 14 days of a Financial Distress Event;
- 7.1.4 within 30 days of a Corporate Change Event (unless the Relevant Authority (acting reasonably) agrees to a Corporate Change Event Grace Period, as set out in Paragraph 2.8.2(a), in which case that Corporate Change Event Grace Period will apply); and
- 7.1.5 where the Authority requests any additional reviews (over and above those provided for in Paragraphs 7.1.1 to 7.1.4) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval. The costs of both

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Parties of any such additional reviews shall be met by the Authority except that the Supplier shall not be entitled to charge the Authority for any costs that it may incur above any estimate without the Authority's prior written approval.

- 7.2 Each review of the Service Continuity Plan pursuant to Paragraph 7.1 shall be a review of the procedures and methodologies set out in the Service Continuity Plan and shall assess their suitability having regard to any change to the Mobilising System Solution and/or Services or any underlying business processes and operations facilitated by or supported by the Mobilising System Solution and/or Services which have taken place since the later of the original approval of the Service Continuity Plan or the last review of the Service Continuity 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 Service Continuity Plan. The review shall be completed by the Supplier within the period required by the Service Continuity Plan or, if no such period is required, within such period as the Authority shall reasonably require. The Supplier shall, within 20 Working Days of the conclusion of each such review of the Service Continuity Plan, provide to the Authority a report (a "**Review Report**") setting out:
- 7.2.1 the findings of the review;
 - 7.2.2 any changes in the risk profile associated with the Mobilising System Solution and Services; and
 - 7.2.3 the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the Service Continuity Plan following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party.
- 7.3 Following receipt of the Review Report and the Supplier's Proposals, the Authority shall:
- 7.3.1 review and comment on the Review Report and the Supplier's Proposals as soon as reasonably practicable; and
 - 7.3.2 notify the Supplier in writing that it approves or rejects the Review Report and the Supplier's Proposals no later than 20 Working Days after the date on which they are first delivered to the Authority.
- 7.4 If the Authority rejects the Review Report and/or the Supplier's Proposals:
- 7.4.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and
 - 7.4.2 the Supplier shall then revise the Review Report and/or the Supplier's Proposals as the case may be (taking reasonable account of the Authority's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Supplier's Proposals to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 7.3 and this Paragraph 7.4 shall apply again to any resubmitted Review Report and Supplier's Proposals, provided that either Party may refer

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any disputed matters for resolution by the Dispute Resolution Procedure at any time.

7.5 The Supplier shall as soon as is reasonably practicable after receiving the Authority's approval of the Supplier's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the 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 Mobilising System Solution and Services.

8. Testing of the Service Continuity Plan

8.1 The Supplier shall test the Service Continuity Plan on a regular basis (and in any event not less than once in every Contract Year). Subject to Paragraph 8.2, the Authority may require the Supplier to conduct additional tests of some or all aspects of the Service Continuity Plan at any time where the Authority considers it necessary, including where there has been any change to the Mobilising System Solution and/or Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the Service Continuity Plan.

8.2 The Authority may use periods of Service Downtime for Permitted Maintenance each Quarter to test the Service Continuity Plan. If the Authority requires an additional test of the Service Continuity Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Authority's requirements and the relevant provisions of the Service Continuity Plan. The Supplier's costs of the additional test shall be borne by the Authority unless the Service Continuity Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

8.3 The Supplier shall undertake and manage testing of the Service Continuity Plan in full consultation with the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority in this regard. Each test shall be carried out under the supervision of the Authority or its nominee.

8.4 The Supplier shall ensure that any use by it or any Sub-contractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.

8.5 The Supplier shall, within 20 Working Days of the conclusion of each test, provide to the Authority a report setting out:

8.5.1 the outcome of the test;

8.5.2 any failures in the Service Continuity Plan (including the Service Continuity Plan's procedures) revealed by the test; and

8.5.3 the Supplier's proposals for remedying any such failures.

8.6 Following each test, the Supplier shall take all measures requested by the Authority, (including requests for the re-testing of the Service Continuity Plan) to remedy any failures in the Service Continuity Plan and such remedial activity and re-testing shall be

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completed by the Supplier, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.

- 8.7 For the avoidance of doubt, the carrying out of a test of the Service Continuity Plan (including a test of the Service Continuity Plan's procedures) shall not relieve the Supplier of any of its obligations under this Contract.
- 8.8 The Supplier shall also perform a test of the Service Continuity Plan in the event of any major reconfiguration of the Mobilising System Solution and/or Services or as otherwise reasonably requested by the Authority.

9. Invocation of the Service Continuity Plan

- 9.1 In the event of a loss of any critical part of the Mobilising System Solution or Services or a Disaster, the Supplier shall immediately invoke the business continuity and disaster recovery provisions in the Service Continuity Plan, including any linked elements in other parts of the Service Continuity Plan, and shall inform the Authority promptly of such invocation. In all other instances the Supplier shall invoke the business continuity and disaster recovery plan elements only with the prior consent of the Authority.
- 9.2 The Insolvency Continuity Plan element of the Service Continuity Plans, including any linked elements in other parts of the Service Continuity Plan, shall be invoked by the Supplier:
- 9.2.1 where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Mobilising System Solution and/or Services; and/or
 - 9.2.2 where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.

Part B: Corporate Resolution Planning

1. Service Status and Supplier Status

- 1.1 This Contract is a Critical Service Contract.
- 1.2 The Supplier shall notify the Authority and the Cabinet Office Markets and Suppliers Team (Resolution.planning@cabinetoffice.gov.uk) in writing within 5 Working Days of the Effective Date and throughout the Term within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier.

2. Provision of Corporate Resolution Planning Information (CRP Information)

- 2.1 Paragraphs 2 to 4 of this Part B shall apply if this Contract has been specified as a Critical Service Contract under Paragraph 1.1 of this Part B or the Supplier is or becomes a Public Sector Dependent Supplier.
- 2.2 Subject to Paragraphs 2.6, 2.10 and 2.11 of this Part B:
 - 2.2.1 where this Contract is a Critical Service Contract, the Supplier shall provide the Relevant Authority or Relevant Authorities with CRP Information within 60 days of the Effective Date; and
 - 2.2.2 except where it has already been provided in accordance with Paragraph 2.2.1 of this Part B, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Relevant Authority or Relevant Authorities with the CRP Information within 60 days of the date of the Relevant Authority's or Relevant Authorities' request.
- 2.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B:
 - 2.3.1 is full, comprehensive, accurate and up to date;
 - 2.3.2 is split into 3 parts:
 - (a) Exposure Information (Contracts List);
 - (b) Corporate Resolvability Assessment (Structural Review);
 - (c) Financial Information and Commentaryand is structured and presented in accordance with the requirements and explanatory notes set out at the relevant Annex of the latest published versions of the Resolution Planning Guidance Notes published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-sourcing-and-consultancy-playbooks> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);
 - 2.3.3 incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Relevant Authority or Relevant Authorities to understand and consider the information for approval;

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- 2.3.4 provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or CNI and the nature of those agreements; and
 - 2.3.5 complies with the requirements set out at Annex 1 (*Exposure Information (Contracts List)*), Annex 2 (*Corporate Resolvability Assessment (Structural Review)*) and Annex 3 (*Financial Information and Commentary*) respectively.
- 2.4 Following receipt by the Relevant Authority or Relevant Authorities of the CRP Information pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B, the Authority shall procure that the Relevant Authority or Relevant Authorities discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that Relevant Authority or Relevant Authorities approve the CRP Information or that Relevant Authority or Relevant Authorities reject the CRP Information.
- 2.5 If the Relevant Authority or Relevant Authorities reject the CRP Information:
- 2.5.1 the Authority shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and
 - 2.5.2 the Supplier shall revise the CRP Information, taking reasonable account of the Relevant Authority's or Relevant Authorities' comments, and shall re-submit the CRP Information to the Relevant Authority or Relevant Authorities for approval within 30 days of the date of the Relevant Authority's or Relevant Authorities' rejection. The provisions of Paragraph 2.3 to 2.5 of this Part B shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 2.6 Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Department or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Department and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 2.2 if it provides a copy of the Valid Assurance to the Relevant Authority or Relevant Authorities on or before the date on which the CRP Information would otherwise have been required.
- 2.7 An Assurance shall be deemed Valid for the purposes of Paragraph 2.6 of this Part B if:
- 2.7.1 the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since it was issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and
 - 2.7.2 no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events

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if this Contract had then been in force) have occurred since the date of issue of the Assurance.

- 2.8 If this Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 2.8.3 of this Part B its initial CRP Information) to the Relevant Authority or Relevant Authorities:
- 2.8.1 within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 2.11 of this Part B) unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Schedule 18 (*Financial Distress*)
- 2.8.2 within 30 days of a Corporate Change Event unless:
- (a) the Supplier requests and the Relevant Authority (acting reasonably) agrees to a Corporate Change Event Grace Period, in the event of which the time period for the Supplier to comply with this Paragraph shall be extended as determined by the Relevant Authority (acting reasonably) but shall in any case be no longer than 6 months after the Corporate Change Event. During a Corporate Change Event Grace Period the Supplier shall regularly and fully engage with the Relevant Authority to enable it to understand the nature of the Corporate Change Event and the Relevant Authority shall reserve the right to terminate a Corporate Change Event Grace Period at any time if the Supplier fails to comply with this Paragraph; or
- (b) not required pursuant to Paragraph 2.10;
- 2.8.3 within 30 days of the date that:
- (a) the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 2.10; or
- (b) none of the credit rating agencies specified at Paragraph 2.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and
- 2.8.4 in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Relevant Authority (whichever is the earlier), unless:
- (a) updated CRP Information has been provided under any of Paragraphs 2.8.1 2.8.2 or 2.8.3 since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 2.8.4; or
- (b) unless not required pursuant to Paragraph 2.10.
- 2.9 Where the Supplier is a Public Sector Dependent Supplier and this Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 2.8.1 to 2.8.4 of this Part B, the Supplier shall provide at the request of the

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Relevant Authority or Relevant Authorities and within the applicable timescales for each event as set out in Paragraph 2.8 (or such longer timescales as may be notified to the Supplier by the Authority), the CRP Information to the Relevant Authority or Relevant Authorities.

2.10 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:

2.10.1 Aa3 or better from Moody's; or

2.10.2 AA- or better from Standard and Poor's; or

2.10.3 AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Schedule 18 (*Financial Distress*)) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 2.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with Paragraph 2.8.

2.11 Subject to Paragraph 4, where the Supplier demonstrates to the reasonable satisfaction of the Relevant Authority or Relevant Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Relevant Authority or Relevant Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Relevant Authority or Relevant Authorities to the extent required under Paragraph 2.8.

3. Termination Rights

3.1 The Authority shall be entitled to terminate this Contract under Clause 31.1.2 (*Termination by the Authority*) if the Supplier is required to provide CRP Information under Paragraph 2 of this Part B and either:

3.1.1 the Supplier fails to provide the CRP Information within 4 months of the Effective Date if this is a Critical Service Contract or otherwise within 4 months of the Relevant Authority's or Relevant Authorities' request; or

3.1.2 the Supplier fails to obtain an Assurance from the Relevant Authority or Relevant Authorities within 4 months of the date that it was first required to provide the CRP Information under this Contract.

4. Confidentiality and usage of CRP Information

4.1 The Authority agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.

4.2 Where the Relevant Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Authority shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier

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containing terms no less stringent than those placed on the Authority under Paragraph 4.1 of this Part B and Clause 19 (*Confidentiality*).

- 4.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Relevant Authority or Relevant Authorities pursuant to Paragraph 2 of this Part B subject, where necessary, to the Relevant Authority or Relevant Authorities entering into an appropriate confidentiality agreement in the form required by the third party.
- 4.4 Where the Supplier is unable to procure consent pursuant to Paragraph 4.3 of this Part B, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:
- 4.4.1 redacting only those parts of the information which are subject to such obligations of confidentiality
 - 4.4.2 providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
 - (a) summarising the information;
 - (b) grouping the information;
 - (c) anonymising the information; and
 - (d) presenting the information in general terms
- 4.5 The Supplier shall provide the Relevant Authority or Relevant Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

Annex 1: Exposure Information (Contracts List)

1. The Supplier shall:

- 1.1 provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:
 - 1.1.1 are with any UK public sector bodies including: Crown Bodies and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and the devolved administrations;
 - 1.1.2 are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in Paragraph 1.1.1 of this Annex 1 and where the member of the Supplier Group is acting as a key sub-contractor under the agreement with the end recipient; or
 - 1.1.3 involve or could reasonably be considered to involve CNI;
- 1.2 provide the Relevant Authority with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link.

Annex 2: Corporate Resolvability Assessment (Structural Review)

1. The Supplier shall:

- 1.1 provide sufficient information to allow the Relevant Authority to understand the implications on the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Annex 1 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event;
- 1.2 ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and
- 1.3 provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Annex 1 and the dependencies between each.

Annex 3: Financial Information and Commentary

1. The Supplier shall:
 - 1.1 provide sufficient financial information for the Supplier Group level, contracting operating entities level, and shared services entities' level to allow the Relevant Authority to understand the current financial interconnectedness of the Supplier Group and the current performance of the Supplier as a standalone entity; and
 - 1.2 ensure that the information is presented in a simple, effective and easily understood manner.
2. For the avoidance of doubt the financial information to be provided pursuant to Paragraph 1 of this Annex 3 should be based on the most recent audited accounts for the relevant entities (or interim accounts where available) updated for any material changes since the Accounting Reference Date provided that such accounts are available in a reasonable timeframe to allow the Supplier to comply with its obligations under this Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*). If such accounts are not available in that timeframe, financial information should be based on unpublished unaudited accounts or management accounts (disclosure of which to the Cabinet Office Markets and Suppliers Team remains protected by confidentiality).

Schedule 27

Conduct of Claims

Schedule 27: Conduct of Claims

1. Indemnities

- 1.1 This Schedule shall apply to the conduct, by a Party from whom an indemnity is sought under this Contract (the “**Indemnifier**”), of claims made by a third person against a party having (or claiming to have) the benefit of the indemnity (the “**Beneficiary**”).
- 1.2 If the Beneficiary receives any notice of any claim for which it appears that the Beneficiary is, or may become, entitled to indemnification under this Contract (a “**Claim**”), the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable and in any event within 10 Working Days of receipt of the same.
- 1.3 Not used.
- 1.4 With respect to any Claim conducted by the Indemnifier pursuant to Paragraph 1.3:
 - 1.4.1 the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the Claim;
 - 1.4.2 the Indemnifier shall not bring the name of the Beneficiary into disrepute;
 - 1.4.3 the Indemnifier shall not pay or settle such Claim without the prior written consent of the Beneficiary, such consent not to be unreasonably withheld or delayed; and
 - 1.4.4 the Indemnifier shall conduct the Claim with all due diligence.
- 1.5 The Beneficiary shall be entitled to have conduct of the Claim and shall be free to pay or settle any Claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Contract if:
 - 1.5.1 the Indemnifier is not entitled to take conduct of the Claim in accordance with Paragraph 1.3;
 - 1.5.2 the Indemnifier fails to notify the Beneficiary in writing of its intention to take conduct of the relevant Claim within 10 Working Days of the notice from the Beneficiary or if the Indemnifier notifies the Beneficiary in writing that it does not intend to take conduct of the Claim; or
 - 1.5.3 the Indemnifier fails to comply in any material respect with the provisions of Paragraph 1.4.

2. Sensitive Claims

- 2.1 With respect to any Claim which the Beneficiary, acting reasonably, considers is likely to have an adverse impact on the general public’s perception of the Beneficiary (a “**Sensitive Claim**”), the Indemnifier shall be entitled to take conduct of any defence, dispute, compromise or appeal of the Sensitive Claim only with the Beneficiary’s prior written consent. If the Beneficiary withholds such consent and elects to conduct the defence, dispute, compromise or appeal of the Sensitive Claim itself, it shall conduct the Sensitive Claim with all due diligence and if it fails to do so, the Indemnifier shall only be liable to indemnify the Beneficiary in respect of that amount which would have been

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recoverable by the Beneficiary had it conducted the Sensitive Claim with all due diligence.

- 2.2 The Beneficiary shall be free at any time to give written notice to the Indemnifier that it is retaining or taking over (as the case may be) the conduct of any Claim, to which Paragraph 1.3 applies if, in the reasonable opinion of the Beneficiary, the Claim is, or has become, a Sensitive Claim.

3. Recovery of Sums

- 3.1 If the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the Claim, the Beneficiary shall forthwith repay to the Indemnifier whichever is the lesser of:

- 3.1.1 an amount equal to the sum recovered (or the value of the discount, credit, saving, relief, other benefit or amount otherwise obtained) less any out-of-pocket costs and expenses properly incurred by the Beneficiary in recovering or obtaining the same; and
- 3.1.2 the amount paid to the Beneficiary by the Indemnifier in respect of the Claim under the relevant indemnity.

4. Mitigation

- 4.1 Each of the Authority and the Supplier shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Schedule.

Schedule 28

Staff Transfer

Schedule 28: Staff Transfer

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

“Admission Agreement”	the LGPS Admission Agreement as defined in Annex D3: (LGPS);
“Fair Deal Employees”	as defined in Part D;
“Former Supplier”	a supplier supplying services to the Authority 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 sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
“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: (a) any amendments to that document immediately prior to the Relevant Transfer Date; (b) any similar pension protection in accordance with the Annex D3 to Part D of this Schedule as notified to the Supplier by the Authority;
“Notified Sub-contractor”	a Sub-contractor identified in the Annex to this Schedule to whom Transferring Authority 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;
“Replacement Sub-contractor”	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
“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. For the purposes of Part D and Annex D3, where the Supplier or a Sub-contractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Sub-contractor), references to the Relevant Transfer Date shall become references to the Operational Service Commencement Date;
“Service Transfer”	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;
“Service Transfer Date”	1 minute past midnight UK time on the date of a Service Transfer or, if more than one, 1 minute past midnight UK time on the date of the relevant Service Transfer as the context requires;
“Staffing Information”	in relation to all persons identified on the Supplier’s Provisional Supplier Personnel List or Supplier’s Final Supplier Personnel List, as the case may be, all information required in Annex E2: Staffing Information in the format specified and with the identities of Data Subjects anonymised where possible. The Authority may acting reasonably make changes to the format or information requested in Annex E2: Staffing Information from time to time.
“Statutory Scheme”	means the LGPS as defined in Annex D3 to Part D of this Schedule;
“Supplier’s Final Supplier Personnel List”	a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date;
“Supplier’s Provisional Supplier Personnel List”	a list prepared and updated by the Supplier of all Supplier Personnel 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;
“Transferring Authority Employees”	those employees of the Authority 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

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“Transferring Supplier Employees” those employees of the Supplier and/or the Supplier’s Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.

2. Interpretation

2.1 Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be.

3. Applicable Parts of this Schedule

3.1 The following parts of this Schedule either shall not, shall or may apply to this Contract, based on the Authority's assessment as to whether the Services will result in Relevant Transfers as at the Effective Date:

3.1.1 Part A (*Staff Transfer At Operational Service Commencement Date – Outsourcing From the Authority*) shall not apply;

3.1.2 Part B (*Staff Transfer At Operational Service Commencement Date – Transfer From Former Supplier*) shall not apply;

3.1.3 Part C (*No Staff Transfer On Operational Service Commencement Date*) shall apply;

3.1.4 Part D (*Pensions*) may apply:

(a) Annex D1 (*CSPS*) shall not apply;

(b) Annex D2 (*NHSPS*) shall not apply;

(c) Annex D3 (*LGPS*) may apply;

(d) Annex D4 (*Other Schemes*) shall not apply;

3.1.5 Part E (*Employment Exit Provisions*) of this Schedule will always apply to this Contract, including:

(a) Annex E1 (*List Of Notified Sub-Contractors*)

(b) Annex E2 (*Staffing Information*).

provided that, if the Services do result in Relevant Transfers as at the Operational Service Commencement Date, any applicable Part of Schedule 28 (*Staff Transfer*) of the Model Services Contract stated not to apply above shall be automatically reinstated and incorporated into this Schedule.

Part A: Transferring Authority Employees at Commencement of Services

Not used.

Part B: Transferring Former Supplier Employees at Commencement of Services

Not used.

Part C: No Transfer of Employees Expected at Commencement of Services

1. Procedure in the Event of Transfer

- 1.1 The Authority 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 Authority and/or any Former Supplier.
- 1.2 If any employee of the Authority and/or a Former Supplier claims, or it is determined in relation to any employee of the Authority and/or a Former Supplier, that his/her contract of employment has been transferred from the Authority and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, give notice to the Former Supplier; and
 - 1.2.2 the Authority and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier or the Sub-contractor (as appropriate) or take such other reasonable steps as the Authority or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Authority and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period specified in Paragraph 1.2.2:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved,the Supplier and/or the Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2. Indemnities

- 2.1 Subject to the Supplier and/or the relevant Sub-contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Authority shall:
 - 2.1.1 indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Authority referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the

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Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

- 2.1.2 procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.2 If any such person as is described in Paragraph 1.2 is neither re employed by the Authority and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-contractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-contractor (as appropriate) and the Supplier 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.
- 2.3 Where any person remains employed by the Supplier and/or any Sub-contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-contractor and the Supplier shall indemnify the Authority and any Former Supplier, and shall procure that the Sub-contractor shall indemnify the Authority 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 Sub-contractor.
- 2.4 The indemnities in Paragraph 2.1:
- 2.4.1 shall not apply to:
- (a) any claim for:
1. discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 2. equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure; and
- 2.4.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Sub-contractor to the Authority and, if applicable, Former Supplier within 6 months of the Relevant Transfer Date.

3. Procurement Obligations

- 3.1 Where in this Part C the Authority 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 Authority's contract with the Former Supplier contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part D: Pensions

1. Definitions

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

- “Actuary”** a Fellow of the Institute and Faculty of Actuaries;
- “Best Value Direction”** the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);
- “Broadly Comparable”** (a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary’s Department of a broad comparability certificate; and/or
- (b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme’s certificate of broad comparability issued by the Government Actuary’s Department,
- and **“Broad Comparability”** shall be construed accordingly;
- “Fair Deal Eligible Employees”** means each of the LGPS Eligible Employees (as defined in Annex D3 to this Part D) (and shall include any such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with Paragraph 10 or 11 of this Part D);
- “Fair Deal Employees”** any of:
- (a) Transferring Authority Employees;
- (b) Transferring Former Supplier Employees; and/or
- (c) employees who are not Transferring Authority Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-Contractor, and whose employment is not terminated in accordance with the provisions of Paragraph 2.5 of Part A or Part B or Paragraph 1.4 of Part C;

- (d) where the Supplier or a Sub-contractor was the Former Supplier, the employees of the Supplier (or Sub-contractor);

who at the Relevant Transfer Date are or become entitled to New Fair Deal or Best Value Direction protection in respect of any of the Statutory Schemes or a Broadly Comparable pension scheme provided in accordance with Paragraph 10 of this Part D as notified by the Authority;

“Fund Actuary” a Fund Actuary as defined in Annex D3 to this Part D;

“LGPS” the scheme as defined in Annex D3 to this Part D;

“New Fair Deal” the revised Fair Deal position set out in the HM Treasury guidance: *“Fair Deal for Staff Pensions: Staff Transfer from Central Government”* issued in October 2013 including:

- (a) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (b) any similar pension protection in accordance with the subsequent Annex D3 inclusive as notified to the Supplier by the Authority.

2. Participation

- 2.1 In respect of all or any Fair Deal Employees Annex D3: LGPS shall apply.
- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
- 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
- 2.3.2 subject to Paragraph 5 of Annex D3: LGPS to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.
- 2.4 Where the Supplier is the Former Supplier (or a Sub-contractor is a sub-contractor of the Former Supplier) and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Sub-contractor) at the Operational Service Commencement Date, this Part D and its Annexes shall be modified accordingly so that the Supplier (or Sub-contractor) shall comply with its requirements from the Operational Service Commencement Date or, where it previously provided a Broadly

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Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Supplier (or Sub-contractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the Authority.

3. Provision of Information

3.1 The Supplier undertakes to the Authority:

- 3.1.1 to provide all information which the Authority may reasonably request concerning matters referred to in this Part D as expeditiously as possible;
- 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Authority (such consent not to be unreasonably withheld or delayed); and
- 3.1.3 retain such records as would be necessary to manage the pension aspects in relation to any current or former Fair Deal Eligible Employees arising on expiry or termination of this Contract.

4. Indemnities

4.1 The Supplier shall indemnify and keep indemnified the Authority, any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever suffered or incurred by it or them which:

- 4.1.1 arise out of or in connection with any liability towards all and any Fair Deal Employees in respect of service on or after the Relevant Transfer Date which arises from any breach by the Supplier of this Part D and/or the LGPS Admission Agreement;
- 4.1.2 relate to the payment of benefits under and/or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the Supplier or a Sub-contractor on and after the Relevant Transfer Date until the date of termination or expiry of this Contract, including the Statutory Schemes or any Broadly Comparable pension scheme provided in accordance with Paragraphs 10 or 11 of this Part D;
- 4.1.3 relate to claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:
 - (a) relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract;
 - (b) arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract; and/or

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4.1.4 not used.

4.2 The indemnities in this Part D and its Annexes:

4.2.1 shall survive termination of this Contract; and

4.2.2 shall not be affected by the caps on liability contained in Clause 23 (*Limitations on Liability*).

5. Disputes

5.1 The Dispute Resolution Procedure will not apply to any dispute (i) between the Authority and/or the Supplier or (ii) between their respective actuaries and/or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the Authority and/or the Supplier be referred to an independent Actuary:

5.1.1 who will act as an expert and not as an arbitrator;

5.1.2 whose decision will be final and binding on the Authority and/or the Supplier; and

5.1.3 whose expenses shall be borne equally by the Authority and/or the Supplier unless the independent Actuary shall otherwise direct.

5.2 The independent Actuary shall be agreed by the Parties or, failing such agreement the independent Actuary shall be appointed by the President for the time being of the Institute and Faculty of Actuaries on the application by the Parties.

6. Third Party Rights

6.1 The Parties agree Clause 41 (*Third Party Rights*) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation in respect of to him or her by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.

6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-contractor in his or her own right under section 1(1) of the CRTPA.

7. Breach

7.1 The Supplier agrees to notify the Authority should it breach any obligations it has under this Part D and agrees that the Authority shall be entitled to terminate its Contract for material Default in the event that the Supplier:

7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or

7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Authority giving particulars of the breach and requiring the Supplier to remedy it.

8. Transfer to Another Employer/Sub-contractors

- 8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Eligible Employee transfers to another employer (by way of a transfer under the Employment Regulations or other form of compulsory transfer of employment), the Supplier shall or shall procure that any relevant Sub-contractor shall:
- 8.1.1 notify the Authority as far as reasonably practicable in advance of the transfer to allow the Authority to make the necessary arrangements for participation with the relevant Statutory Scheme(s);
 - 8.1.2 consult with about, and inform those Fair Deal Eligible Employees of, the pension provisions relating to that transfer; and
 - 8.1.3 procure that the employer to which the Fair Deal Eligible Employees are transferred (the “**New Employer**”) complies with the provisions of this Part D and its Annexes provided that references to the “Supplier” will become references to the New Employer, references to “Relevant Transfer Date” will become references to the date of the transfer to the New Employer and references to “Fair Deal Employees” will become references to the Fair Deal Eligible Employees so transferred to the New Employer.

9. Pension Issues on Expiry or Termination

- 9.1 The provisions of Part E: Employment Exit Provisions (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.
- 9.2 The Supplier shall (and shall procure that any of its Sub-contractors shall) prior to the termination of this Contract provide all such co-operation and assistance (including co-operation and assistance from the Broadly Comparable pension scheme’s Actuary) as the Replacement Supplier and/or the relevant Administering Authority and/or the Authority may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection following a Service Transfer.

10. Broadly Comparable Pension Scheme on Relevant Transfer Date

- 10.1 If the terms of Paragraph 3.1 of Annex D3: LGPS applies, the Supplier must (and must, where relevant, procure that each of its Sub-contractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Authority.
- 10.2 Such Broadly Comparable pension scheme must be:
- 10.2.1 established by the Relevant Transfer Date;
 - 10.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
 - 10.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Supplier’s Broadly Comparable pension scheme (unless otherwise instructed by the Authority);

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- 10.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Authority); and
 - 10.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Authority).
- 10.3 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Sub-contractors shall):
- 10.3.1 supply to the Authority details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than 7 days after receipt of the certificate;
 - 10.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
 - 10.3.3 instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Supplier's Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by the Authority (where applicable). This will be with a view to the bulk transfer terms providing day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the 2 schemes) credits in the Broadly Comparable pension scheme in respect of any Fair Deal Eligible Employee who consents to such a transfer; and
 - 10.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this Paragraph 10 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the 2 schemes).
- 10.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Sub-contractors shall) prior to the termination of this Contract:
- 10.4.1 allow and make all necessary arrangements to effect, in respect of any Fair

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Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be on a past service reserve basis which should be calculated allowing for projected final salary at the assumed date of retirement, leaving service or death (in the case of final salary benefits). The actuarial basis for this past service reserve basis should be aligned to the funding requirements of the Broadly Comparable pension scheme in place at the time the bulk transfer terms are offered. The bulk transfer terms shall be subject to an underpin in relation to any service credits awarded in the Broadly Comparable pension scheme in accordance with Paragraph 10.3.3 such that the element of the past service reserve amount which relates to such service credits shall be no lower than that required by the bulk transfer terms that were agreed in accordance with Paragraph 10.3.3 but using the last day of the Fair Deal Eligible Employees' employment with the Supplier or Sub-contractor (as appropriate) as the date used to determine the actuarial assumptions; and

- 10.4.2 if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary to the Replacement Supplier's Broadly Comparable pension scheme (or to the relevant Statutory Scheme if applicable)) than the transfer payment which would have been paid had Paragraph 10.4.1 been complied with, the Supplier shall (or shall procure that the Sub-contractor shall) pay the amount of the difference to the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) or as the Authority shall otherwise direct. The Supplier shall indemnify the Authority or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Authority directs) for any failure to pay the difference as required under this Paragraph.

11. Broadly Comparable Pension Scheme in Other Circumstances

- 11.1 If the terms of Paragraph 3.2 of Annex D3: LGPS apply, the Supplier must (and must, where relevant, procure that each of its Sub-contractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by the Authority.
- 11.2 Such Broadly Comparable pension scheme must be:
- 11.2.1 established by the date of cessation of participation in the Statutory Scheme;
 - 11.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
 - 11.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by the Authority);
 - 11.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's

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Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Authority); and

- 11.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Authority).
- 11.3 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 11, the Supplier shall (and shall procure that any of its Sub-contractors shall):
- 11.3.1 supply to the Authority details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the Statutory Scheme (where possible) and in any event no later than 7 days after receipt of the certificate;
 - 11.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995; and
 - 11.3.3 where required to do so by the Authority, instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all such co-operation and assistance with any other Actuary appointed by the Authority (where applicable). The Supplier must ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the 2 schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from the Statutory Scheme and the Supplier shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme; and
 - 11.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this Paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the 2 schemes).
- 11.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 11, the Supplier shall (and shall procure that any of its Sub-contractors shall) prior to the termination of this Contract allow and make all necessary

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arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day and/or pound for pound credits (as applicable) (or actuarially equivalent where there are benefit differences between the 2 schemes) in the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) to fund the required credits ("the **Shortfall**"), the Supplier or the Sub-contractor (as agreed between them) must pay the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier. The Supplier shall indemnify the Authority or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Authority directs) for any failure to pay the Shortfall under this Paragraph.

12. Right of Set-Off

12.1 The Authority shall have a right to set off against any payments due to the Supplier under this Contract an amount equal to:

12.1.1 not used;

12.1.2 not used; or

12.1.3 any unpaid employer's contributions or employee's contributions or any other financial obligations under the LGPS or any LGPS Admission Agreement in respect of the LGPS Eligible Employees whether due from the Supplier or from any relevant Sub-contractor or due from any third party under any indemnity, bond or guarantee;

and shall pay such set off amount to the relevant Statutory Scheme.

12.2 The Authority shall also have a right to set off against any payments due to the Supplier under this Contract all reasonable costs and expenses incurred by the Authority as result of Paragraphs 12.1 above.

Annex D1: CSPA

Not used.

Annex D2: NHSPS

Not used.

Annex D3: LGPS

1. Definitions

1.1 In this Annex D3 LGPS to Part D: Pensions, the following words have the following meanings:

“2013 Regulations”	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) (as amended from time to time);
“Administering Authority”	in relation to the Fund "Cheshire Pension Fund", the relevant administering authority of that Fund for the purposes of the 2013 Regulations (understood to be Cheshire West and Chester Council);
“Fund Actuary”	the actuary to a Fund appointed by the Administering Authority of the Fund;
“Fund”	Cheshire Pension Fund, a pension fund within the LGPS;
“Initial Contribution Rate”	20.6%;
“LGPS”	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
“LGPS Admission Agreement”	an admission agreement within the meaning in Schedule 1 of the 2013 Regulations;
“LGPS Admission Body”	an admission body (within the meaning of Part 3 of Schedule 2 of the 2013 Regulations);
“LGPS Eligible Employees”	any LGPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the LGPS under an LGPS Admission Agreement;
“LGPS Fair Deal Employees”	any Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the LGPS or a pension scheme that is Broadly Comparable to the LGPS in accordance with the provisions in accordance with the provisions of New Fair Deal and/or the Best Value Direction; and
“LGPS Regulations”	the 2013 Regulations and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 (SI 2014/525), and any other regulations (in

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each case as amended from time to time) which are from time to time applicable to the LGPS.

2. Supplier to Become an LGPS Admission Body

- 2.1 In accordance with the principles of New Fair Deal and/or the Best Value Direction, the Supplier and/or any of its Sub-contractors to which the employment of any LGPS Fair Deal Employee compulsorily transfers as a result of either the award of this Contract or a Relevant Transfer, if not a scheme employer which participates automatically in the LGPS, shall each become an LGPS Admission Body by entering into an LGPS Admission Agreement with effect from the Relevant Transfer Date to enable the LGPS Fair Deal Employees to retain either continuous active membership of or eligibility for the LGPS on and from the Relevant Transfer Date for so long as they remain employed in connection with the delivery of the Services under this Contract.
- 2.2 Any LGPS Fair Deal Employees who:
- 2.2.1 were active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall be admitted to the LGPS with effect on and from the Relevant Transfer Date; and
- 2.2.2 were eligible to join the LGPS (or a Broadly Comparable pension scheme) but were not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall retain the ability to join the LGPS on or after the Relevant Transfer Date if they wish to do so.
- 2.3 The Supplier will (and will procure that its Sub-contractors (if any) will) provide at its own cost any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.

3. Broadly Comparable Scheme

- 3.1 If the Supplier and/or any of its Sub-contractors is unable to obtain an LGPS Admission Agreement in accordance with Paragraph 2.1 because the Administering Authority will not allow it to participate in the Fund, the Supplier shall (and procure that its Sub-contractors shall), with effect from the Relevant Transfer Date, offer the LGPS Fair Deal Employees membership of a pension scheme which is Broadly Comparable to LGPS on the Relevant Transfer Date in accordance with the provisions of Paragraph 10 of Part D.
- 3.2 If the Supplier and/or any of its Sub-contractors becomes an LGPS Admission Body in accordance with Paragraph 2.1 but the LGPS Admission Agreement is terminated during the term of this Contract for any reason at a time when the Supplier or Sub-contractors still employs any LGPS Eligible Employees, the Supplier shall (and procure that its Sub-contractors shall) at no extra cost to the Authority, offer the remaining LGPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the LGPS on the date the LGPS Eligible Employees ceased to participate in the LGPS in accordance with the provisions of Paragraph 11 of Part D.

4. Discretionary Benefits

- 4.1 Where the Supplier and/or any of its Sub-contractors is an LGPS Admission Body, the Supplier shall (and procure that its Sub-contractors shall) comply with its obligations

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under regulation 60 of the 2013 Regulations in relation to the preparation of a discretionary policy statement.

5. LGPS Risk Sharing

- 5.1 Subject to Paragraphs 5.4 to 5.10, if at any time during the term of this Contract the Administering Authority, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Sub-contractor to pay employer contributions or other payments to the Fund in aggregate in excess of the Initial Contribution Rate, the excess of employer contributions above the Initial Contribution Rate for a Contract Year (the “**Excess Amount**”) shall be paid by the Supplier or the Sub-contractor, as the case may be, and the Supplier shall be reimbursed by the Authority.
- 5.2 Subject to Paragraphs 5.4 to 5.9 and 5.11, if at any time during the term of this Contract, the Administering Authority, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Sub-contractor to pay employer contributions or payments to the Fund in aggregate below the Initial Contribution Rate for a Contract Year, the Supplier shall reimburse the Authority an amount equal to A–B (the “**Refund Amount**”) where:
- A = the amount which would have been paid if contributions and payments had been paid equal to the Initial Contribution Rate for that Contract Year; and
- B = the amount of contributions or payments actually paid by the Supplier or Sub-contractor for that Contract Year, as the case may be, to the Fund.
- 5.3 Subject to Paragraphs 5.4 to 5.10, where the Administering Authority obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Sub-contractor is required to pay any exit payment under Regulation 64(2) of the 2013 Regulations (the “**Exit Payment**”), such Exit Payment shall be paid by the Supplier or any Sub-contractor (as the case may be) and the Supplier shall be reimbursed by the Authority.
- 5.4 The Supplier and any Sub-contractors shall at all times be responsible for the following costs:
- 5.4.1 any employer contributions relating to the costs of early retirement benefits arising on redundancy or as a result of business efficiency under Regulation 30(7) of the 2013 Regulations or otherwise;
- 5.4.2 any payment of Fund benefits to active members on the grounds of ill health or infirmity of mind or body under Regulation 35 of the 2013 Regulations or otherwise;
- 5.4.3 any payment of Fund benefits to deferred or deferred pensioner members on the grounds of ill health or infirmity of mind or body under Regulation 38 of the 2013 Regulations or otherwise;
- 5.4.4 any employer contributions relating to the costs of early or flexible retirement where the actuarial reduction is waived in whole or in part or a cost neutral reduction is not applied with the consent of the Supplier or any relevant Sub-contractor including without limitation any decision made under Regulation

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30(8) of the 2013 Regulations or Schedule 2 of The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014;

- 5.4.5 any employer contributions relating to the costs of enhanced benefits made at the discretion of the Supplier or any relevant Sub-contractors including without limitation additional pension awarded under Regulation 31 of the 2013 Regulations or otherwise;
 - 5.4.6 any increase to the employer contribution rate resulting from the award of pay increases by the Supplier or relevant Sub-contractors in respect of all or any of the LGPS Eligible Employees in excess of the pay increases assumed in the Fund's most recent actuarial valuation (unless the Supplier and/or any Sub-contractor is contractually bound to provide such increases on the Relevant Transfer Date);
 - 5.4.7 to the extent not covered above, any other costs arising out of or in connection with the exercise of any discretion or the grant of any consent under the LGPS Regulations by the Supplier or any relevant Sub-contractors where a member does not have an absolute entitlement to that benefit under the LGPS;
 - 5.4.8 any cost of the administration of the Fund that are not met through the Supplier's or Sub-contractor's employer contribution rate, including without limitation an amount specified in a notice given by the Administering Authority under Regulation 70 of the 2013 Regulations;
 - 5.4.9 the costs of any reports and advice requested by or arising from an instruction given by the Supplier or a Sub-contractor from the Fund Actuary; and/or
 - 5.4.10 any interest payable under the 2013 Regulations or LGPS Administration Agreement.
- 5.5 For the purposes of calculating any Exit Payment, Excess Amount or Refund Amount, any part of such an amount which is attributable to any costs which the Supplier or Sub-contractors are responsible for in accordance with Paragraph 5.4 above shall be disregarded and excluded from the calculation. In the event of any dispute as to level of any cost that should be excluded from the calculation, the opinion of the Fund Actuary shall be final and binding.
- 5.6 Where the Administering Authority obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Sub-contractor receives payment of an exit credit payment under Regulation 64(2) of the 2013 Regulations (the "**Exit Credit**"), the Supplier shall (or procure that any Sub-contractor shall) reimburse the Authority an amount equal to the Exit Credit within 20 Working Days of receipt of the Exit Credit.
- 5.7 The Supplier shall (or procure that the Sub-contractor shall) notify the Authority in writing within 20 Working Days:
- 5.7.1 of the end of each Contract Year of any Excess Amount or Refund Amount due in respect of the Contract Year that has just ended and provide a reasonable summary of how the Excess Amount or Refund Amount was calculated; and

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- 5.7.2 of being informed by the Administering Authority of any Exit Payment or Exit Credit that is determined by as being due from or to the Supplier or a Sub-contractor and provide a copy of any revised rates and adjustments certificate detailing the Exit Payment or Exit Credit and its calculation.
- 5.8 Within 20 Working Days of receiving the notification under Paragraph 5.7 above, the Authority shall either:
 - 5.8.1 notify the Supplier in writing of its acceptance of the Excess Amount, Refund Amount or Exit Payment;
 - 5.8.2 request further information or evidence about the Excess Amount, Refund Amount or Exit Payment from the Supplier; and/or
 - 5.8.3 request a meeting with the Supplier to discuss or clarify the information or evidence provided.
- 5.9 Where the Excess Amount, Refund Amount or Exit Payment is agreed following the receipt of further information or evidence or following a meeting in accordance with Paragraph 5.8 above, the Authority shall notify the Supplier in writing. In the event that the Supplier and the Authority are unable to agree the amount of the Excess Amount, Refund Amount or Exit Payment then they shall follow the Dispute Resolution Procedure.
- 5.10 Any Excess Amount or Exit Payment agreed by the Authority or in accordance with the Dispute Resolution Procedure shall be paid by the Authority within timescales as agreed between Authority and Supplier. The amount to be paid by the Authority shall be an amount equal to the Excess Amount or Exit Payment less an amount equal to any corporation tax relief which has been claimed in respect of the Excess Amount or Exit Payment by the Supplier or a Sub-contractor.
- 5.11 Any Refund Amount agreed by the Authority or in accordance with the Dispute Resolution Procedure as payable by the Supplier or any Sub-contractor to the Authority, shall be paid by the Supplier or any Sub-contractor forthwith as the liability has been agreed. In the event the Supplier or any Sub-contractor fails to pay any agreed Refund Amount, the Authority shall demand in writing the immediate payment of the agreed Refund Amount by the Supplier and the Supplier shall make payment within 7 Working Days of such demand.
- 5.12 This Paragraph 5 shall survive termination of this Contract.

Annex D4: Other Schemes

Not used.

Part E: Employment Exit Provisions

1. Pre-service Transfer Obligations

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Authority 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 this Contract; and
 - 1.1.3 the date which is 12 months before the end of the Term; or
 - 1.1.4 receipt of a written request of the Authority at any time (provided that the Authority shall only be entitled to make one such request in any 6 month period),
- it shall provide in a suitably anonymised format so as to comply with the UK GDPR and DPA 2018, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Authority.
- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Authority or at the direction of the Authority to any Replacement Supplier and/or any Replacement Sub-contractor:
- 1.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
 - 1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Authority 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 Sub-contractor.
- 1.4 The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any Replacement Sub-contractor 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 Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):
- 1.5.1 replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel 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 make, promise, propose, permit or implement any material changes to the

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terms and conditions of employment of the Supplier Personnel (including pensions and any payments connected with the termination of employment);

- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 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 Supplier's Provisional Supplier Personnel List;
- 1.5.5 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); or
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Authority or, at the direction of the Authority, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or relevant Sub-contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

- 1.6 During the Term, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, within 20 Working Days to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:
 - 1.6.1 the numbers of Supplier Personnel engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each Supplier Personnel engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (*Pensions*) of this Schedule 28 (*Staff Transfer*) (as appropriate); and
 - 1.6.4 a description of the nature of the work undertaken by each Supplier Personnel by location.
- 1.7 The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority or, at the direction of the Authority, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in

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respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy 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 tax code;
 - 1.7.5 details of any voluntary deductions from pay;
 - 1.7.6 a copy of any personnel file and/or any other records regarding the service of the Transferring Supplier Employee;
 - 1.7.7 a complete copy of the information required to meet the minimum recording keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and
 - 1.7.8 bank/building society account details for payroll purposes.
- 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 it shall and shall procure that each Sub-contractor shall use reasonable endeavours to comply with any reasonable request by the Authority to align and assign Supplier Personnel to any future delivery model proposed by the Authority for Replacement Services within 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 Change Control Procedure.

2. Employment Regulations Exit Provisions

- 2.1 The Authority 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 Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Authority 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 Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Sub-contractor 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 Sub-contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel

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List all the Transferring Supplier Employees 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, accrued but untaken holiday pay, 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:

2.2.1 the Supplier and/or the Sub-contractor (as appropriate); and

2.2.2 the Replacement Supplier and/or Replacement Sub-contractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of:

2.3.1 any act or omission of the Supplier or any Sub-contractor 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 Sub-contractor 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 Sub-contractor 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 Sub-contractor 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 Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Authority and/or Replacement Supplier and/or any Replacement Sub-contractor, to the

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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 Sub-contractor 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 Sub-contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor 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 Sub-contractor 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 Authority and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor 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 his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-contractor 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 Sub-contractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Personnel List claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel List, that his/her contract of employment has been transferred from the Supplier or any Sub-contractor to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations, then:
- 2.5.1 the Authority shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
 - 2.5.2 the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-contractor or take

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such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, the Authority shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:

2.7.1 no such offer of employment has been made;

2.7.2 such offer has been made but not accepted; or

2.7.3 the situation has not otherwise been resolved

the Authority shall advise the Replacement Supplier and/or Replacement Sub-contractor, as appropriate that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.8 Subject to the Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor; or

(b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Sub-contractor to the Supplier within 6 months of the Service Transfer Date.

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- 2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.
- 2.11 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.12 Subject to Paragraph 2.13, the Authority shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:
- 2.12.1 any act or omission of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
 - 2.12.2 the breach or non-observance by the Replacement Supplier and/or Replacement Sub-contractor on or after the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
 - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Sub-contractor is contractually bound to honour;
 - 2.12.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
 - 2.12.4 any proposal by the Replacement Supplier and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Sub-contractor (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 Supplier's Final Supplier Personnel

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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) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

- 2.12.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.12.6 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 Supplier's Final Supplier Personnel 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 Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-contractor, to the Replacement Supplier or Replacement Sub-contractor 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;
- 2.12.7 a failure of the Replacement Supplier or Replacement Sub-contractor 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 Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.12.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel 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 Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.13 The indemnities in Paragraph 2.12 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 Sub-contractor (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 Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

Annex E1: List of Notified Sub-contractors

[redacted under FOIA Section 43, Commercial Interests]

Annex E2: Staffing Information

Employee Information (Anonymised)

Name of Transferor: **[insert name at the relevant time]**

Number of Employees in-scope to transfer: **[insert number at the relevant time]**

1. Completion notes

- 1.1 If you have any Key Sub-contractors, please complete all the above information for any staff employed by such Key Sub-contractor(s) in a separate spreadsheet.
- 1.2 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.
- 1.3 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.

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EMPLOYEE DETAILS & KEY TERMS							
Details	Job Title	Grade / band	Work Location	Date of Birth (dd/mm/yy)	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							

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EMPLOYEE DETAILS & KEY TERMS							
Details	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							

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	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								

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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								

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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						

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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. 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						

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PENSIONS						
Details	If the Employee is in the Local Government Pension Scheme, please supply details of Fund and Administering Authority.	Not used	Not used	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						

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

Schedule 29

Key Personnel

Schedule 29: Key Personnel

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 Operational Service Commencement Date (“**Key Personnel**”).

Key Role	Name of Key Personnel	Responsibilities	Phase of the project during which they will be a member of Key Personnel	Minimum Period in Key Role
[redacted under FOIA Section 40, Personal Information]	[redacted under FOIA Section 40, Personal Information]	[redacted under FOIA Section 40, Personal Information]	[redacted under FOIA Section 40, Personal Information]	[redacted under FOIA Section 40, Personal Information]

Schedule 30

Deed of Guarantee

Schedule 30: Deed of Guarantee

[Guidance note: this is a draft form of guarantee which can be used to procure a Guarantee, but it will need to be amended to reflect the Beneficiary's requirements.]

[insert the name of the Guarantor]

- and -

[insert the name of the Beneficiary]

DEED OF GUARANTEE

THIS DEED is executed as a deed and dated **[insert date of execution]** (the “**Deed**”)

BETWEEN:

- (1) **[insert NAME OF THE GUARANTOR]** [a company incorporated in [England and Wales] under registered number **[insert registered number]** whose registered office is at **[insert registered office]**] **[OR]** [a company incorporated under the laws of **[insert country]**, registered in **[insert country]** with number **[insert number]** at **[insert place of registration]**, whose principal office is at **[insert office details]**] (the “**Guarantor**”); and
- (2) **[insert NAME OF THE AUTHORITY]**, of **[insert the Authority's address]** (the “**Authority**”).

together the “**Parties**” and each a “**Party**”.

BACKGROUND:

- (A) The Authority **[has awarded]** a contract dated **[insert date]** to **[insert details of the Supplier]** (the “**Supplier**”) for the provision of **[insert details of goods or services to be provided]** (the “**Guaranteed Agreement**”).
- (B) It is a condition of the Authority entering into the Guaranteed Agreement that the Supplier procures the execution and delivery to the Authority of a parent company guarantee substantially in the form of this Deed.
- (C) The Guarantor has agreed to guarantee the due performance of the Guaranteed Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

Definitions

1.1 The following definitions apply in this Deed:

“**Business Day**” means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

“Control”	means the power of a person to secure that the affairs of a body corporate are conducted in accordance with the wishes of that person: (a) by means of the holding of shares or the possession of voting power in relation to that body or any other body corporate; or (b) as a result of any powers conferred by the constitutional or corporate documents, or any other document regulating that body or any other body corporate;
“Guaranteed Agreement”	has the meaning given to it in Recital (A);
“Guaranteed Obligations”	has the meaning given to it in Clause 2.1.1;
“Supplier”	has the meaning given to it in Recital (A);
“VAT”	means value added tax or any equivalent tax chargeable in the UK or elsewhere.

Interpretation

- 1.2 Unless otherwise stated, any reference in this Deed to:
- 1.2.1 the “Guarantor”, the “Authority”, the “Supplier” or any other person shall be construed so as to include their successors in title, permitted assigns and permitted transferees, whether direct or indirect;
 - 1.2.2 “assets” includes present and future properties, revenues and rights of every description;
 - 1.2.3 this “Deed”, or any other agreement or instrument is a reference to, this deed or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - 1.2.4 “indebtedness” includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - 1.2.5 a “person” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
 - 1.2.6 the words “including”, “includes”, “in particular”, “for example” or similar shall be construed as illustrative and without limitation to the generality of the related general words; and
 - 1.2.7 a time of day is a reference to London time.

2. Guarantee and Indemnity

2.1 The Guarantor:

- 2.1.1 guarantees to the Authority the due and punctual performance of all of the Supplier's present and future obligations under and in connection with the Guaranteed Agreement if and when they become due and performable in accordance with the terms of the Guaranteed Agreement (the "**Guaranteed Obligations**");
- 2.1.2 shall pay to the Authority from time to time on demand all monies (together with interest on such sum accrued before and after the date of demand until the date of payment) that have become payable by the Supplier to the Authority under or in connection with the Guaranteed Agreement but which has not been paid at the time the demand is made; and
- 2.1.3 shall, if the Supplier fails to perform in full and on time any of the Guaranteed Obligations and upon written notice from the Authority, immediately on demand perform or procure performance of the same at the Guarantor's own expense.

2.2 The Guarantor, as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under Clause 2.1, shall indemnify and keep indemnified the Authority in full and on demand from and against all and any losses, damages, costs and expenses suffered or incurred by the Authority arising out of, or in connection with:

- 2.2.1 any failure by the Supplier to perform or discharge the Guaranteed Obligations;
or
- 2.2.2 any of the Guaranteed Obligations being or becoming wholly or partially unenforceable for any reason,
- 2.2.3 provided that the Guarantor's liability under this Clause 2.2 shall be no greater than the Supplier's liability under the Guaranteed Agreement was (or would have been had the relevant Guaranteed Obligation been fully enforceable).

3. Authority Protections

Continuing Guarantee

- 3.1 This Deed is, and shall at all times be, a continuing and irrevocable security until the Guaranteed Obligations have been satisfied or performed in full, and is in addition to and not in substitution for and shall not merge with any other right, remedy, guarantee or security which the Authority may at any time hold for the performance of the Guaranteed Obligations and may be enforced without first having recourse to any such security.

Preservation of the Guarantor's liability

- 3.2 The Guarantor's liability under this Deed shall not be reduced, discharged or otherwise adversely affected by:
 - 3.2.1 any arrangement made between the Supplier and the Authority;
 - 3.2.2 any partial performance (except to the extent of such partial performance) by

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the Supplier of the Guaranteed Obligations;

- 3.2.3 any alteration in the obligations undertaken by the Supplier whether by way of any variation referred to in Clause 4 or otherwise;
- 3.2.4 any waiver or forbearance by the Authority whether as to payment, time, performance or otherwise;
- 3.2.5 the taking, variation, renewal or release of, the enforcement or neglect to perfect or enforce any right, guarantee, remedy or security from or against the Supplier or any other person;
- 3.2.6 any unenforceability, illegality or invalidity of any of the provisions of the Guaranteed Agreement or any of the Supplier's obligations under the Guaranteed Agreement, so that this Deed shall be construed as if there were no such unenforceability, illegality or invalidity;
- 3.2.7 any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, Control or ownership, insolvency, liquidation, administration, voluntary arrangement, or appointment of a receiver, of the Supplier or any other person.

Immediate demand

- 3.3 The Guarantor waives any right it may have to require the Authority to proceed against, enforce any other right or claim for payment against, or take any other action against, the Supplier or any other person before claiming from the Guarantor under this Guarantee.

Deferral of rights

- 3.4 Until all amounts which may be or become payable under the Guaranteed Agreement or this Deed have been irrevocably paid in full, the Guarantor shall not, as a result of this Deed or any payment performance under this Deed:
 - 3.4.1 be subrogated to any right or security of the Authority;
 - 3.4.2 claim or prove in competition with the Authority against the Supplier or any other person;
 - 3.4.3 demand or accept repayment in whole or in part of any indebtedness due from the Supplier;
 - 3.4.4 take the benefit of, share in or enforce any security or other guarantee or indemnity against the Supplier; or
 - 3.4.5 claim any right of contribution, set-off or indemnity from the Supplier,without the prior written consent of the Authority (and in such case only in accordance with any written instructions of the Authority).
- 3.5 If the Guarantor receives any payment or other benefit in breach of Clause 3.4, or as a result of any action taken in accordance with a written instruction of the Authority given pursuant to Clause 3.4, such payment or other benefit, and any benefit derived directly or indirectly by the Guarantor therefrom, shall be held by the Guarantor on trust for the Authority applied towards the discharge of the Guarantor's obligations to the Authority

under this Deed.

4. Variation of the Guaranteed Agreement

- 4.1 The Guarantor confirms that it intends that this Deed shall extend and apply from time to time to any variation, increase, extension or addition of the Guaranteed Agreement, however, fundamental, and any associated fees, costs and/or expenses.

5. Payment and Costs

- 5.1 All sums payable by the Guarantor under this Deed shall be paid in full to the Authority in pounds sterling:

5.1.1 without any set-off, condition or counterclaim whatsoever; and

5.1.2 free and clear of any deductions or withholdings whatsoever except as may be required by applicable law which is binding on the Guarantor.

- 5.2 If any deduction or withholding is required by any applicable law to be made by the Guarantor:

5.2.1 the amount of the payment due from the Guarantor shall be increased to an amount which (after making any deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required; and

5.2.2 the Guarantor shall promptly deliver to the Authority all receipts issued to it evidencing each deduction or withholding which it has made.

- 5.3 The Guarantor shall not and may not direct the application by the Authority of any sums received by the Authority from the Guarantor under any of the terms in this Deed.

- 5.4 The Guarantor shall pay interest on any amount due under this Deed at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

- 5.5 The Guarantor shall, on a full indemnity basis, pay to the Authority on demand the amount of all costs and expenses (including legal and out-of-pocket expenses and any VAT on those costs and expenses) which the Authority incurs in connection with:

5.5.1 the preservation, or exercise and enforcement, of any rights under or in connection with this Deed or any attempt to do so; and

5.5.2 any discharge or release of this Deed.

6. Conditional Discharge

- 6.1 Any release, discharge or settlement between the Guarantor and the Authority in relation to this Deed shall be conditional on no right, security, disposition or payment to the Authority by the Guarantor, the Supplier or any other person being avoided, set aside or ordered to be refunded pursuant to any enactment or law relating to breach of duty by any person, bankruptcy, liquidation, administration, protection from creditors generally or insolvency for any other reason.

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6.2 If any such right, security, disposition or payment as referred to in Clause 6.1 is avoided, set aside or ordered to be refunded, the Authority shall be entitled subsequently to enforce this Deed against the Guarantor as if such release, discharge or settlement had not occurred and any such security, disposition or payment has not been made.

7. Representations and Warranties

7.1 The Guarantor represents and warrants to the Authority that:

- 7.1.1 it is duly incorporated with limited liability and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name, and has power to carry on its business as now being conducted and to own its property and other assets;
- 7.1.2 it has full power under its constitution or equivalent constitutional documents in the jurisdiction in which it is established to enter into this Deed;
- 7.1.3 it has full power to perform the obligations expressed to be assumed by it or contemplated by this Deed;
- 7.1.4 it has been duly authorised to enter into this Deed;
- 7.1.5 it has taken all necessary corporate action to authorise the execution, delivery and performance of this Deed;
- 7.1.6 this Deed when executed and delivered will constitute a legally binding obligation on it enforceable in accordance with its terms;
- 7.1.7 all necessary consents and authorisations for the giving and implementation of this Deed have been obtained;
- 7.1.8 that its entry into and performance of its obligations under this Deed will not constitute any breach of or default under any contractual, government or public obligation binding on it; and
- 7.1.9 that it is not engaged in any litigation or arbitration proceedings that might affect its capacity or ability to perform its obligations under this Deed and to the best of its knowledge no such legal or arbitration proceedings have been threatened or are pending against it.

8. Assignment

- 8.1 The Authority shall be entitled by notice in writing to the Guarantor to assign the benefit of this Deed at any time to any person without the consent of the Guarantor being required and any such assignment shall not release the Guarantor from liability under this Deed.
- 8.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed without the prior written consent of the Authority.

9. Variation

- 9.1 No variation of this Deed shall be effective unless it is in writing and signed by the parties.

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10. Demands and Notices

- 10.1 Any demand or notice served by the Authority on the Guarantor under this Deed shall be in writing, addressed to:
- 10.1.1 For the Attention of **[insert details]**
 - 10.1.2 **[Address of the Guarantor in England and Wales]**
- 10.2 or such other address in England and Wales as the Guarantor has from time to time notified to the Authority in writing in accordance with the terms of this Deed as being an address or facsimile number for the receipt of such demands or notices.
- 10.3 Any notice or demand served on the Guarantor or the Authority under this Deed shall be deemed to have been served:
- 10.3.1 if delivered by hand, at the time of delivery; or
 - 10.3.2 if posted, at 10.00 a.m. on the second Business Day after it was put into the post.
- 10.4 In proving service of a notice or demand on the Guarantor it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter.
- 10.5 Any notice purported to be served on the Authority under this Deed shall only be valid when received in writing by the Authority.

11. Entire Agreement

- 11.1 This Deed constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.2 The Guarantor acknowledges that it has not entered into this Deed in reliance upon, nor has it been induced to enter into this Deed by, any representation, warranty or undertaking made by or on behalf of the Authority (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed.

12. Waiver

- 12.1 No failure or delay by the Authority to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other 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 such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.2 Any waiver by the Authority of any terms of this Deed, or of any Guaranteed Obligations, shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

13. Severance

- 13.1 If any provision or part-provision of this Deed 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 Deed.

14. Third Party Rights

14.1 A person who is not a Party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any of its terms but this does not affect any third party right which exists or is available independently of that Act.

15. Governing Law and Jurisdiction

15.1 This Deed 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.

15.2 The Guarantor irrevocably agrees for the benefit of the Authority that the courts of England shall have jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Deed or its subject matter or formation.

15.3 Nothing contained in Clause 15.2 shall limit the rights of the Authority to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

15.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

15.5 [The Guarantor irrevocably appoints [insert name of agent] of [insert address of agent] as its agent to receive on its behalf in England or Wales service of any proceedings under this Clause 15. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Guarantor) and shall be valid until such time as the Authority has received prior written notice that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, the Guarantor shall appoint a substitute acceptable to the Authority and deliver to the Authority the new agent's name and address within England and Wales.]

Schedule 30 (Deed of Guarantee)
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Executed as a deed by **[insert the name of the Guarantor]** acting by **[insert name of Director]** a director, in the presence of a witness:

.....
[Signature of Witness]

.....
[Signature of Director]

Name of Director:

.....

Name of Witness:

.....

Address of Witness:

.....

.....

Occupation of Witness:

.....

Schedule 31

Processing Personal Data

Schedule 31: Processing Personal Data

1. Data Processing

- 1.1 The Particulars of Processing in paragraph 2 of this Schedule 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 the Particulars of Processing in this Schedule shall be with the Authority at its absolute discretion.
- 1.2 The contact details of the Authority’s Data Protection Officer are: **[redacted under FOIA Section 40, Personal Information]**
- 1.3 The contact details of the Supplier’s Data Protection Officer (or other person responsible for the Supplier's data protection compliance) are: **[redacted under FOIA Section 40, Personal Information]**
- 1.4 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.5 Any such further instructions shall be incorporated into this Schedule.
- 1.6 The Processor shall complete the Sub-processor table in Paragraph 3 of this Schedule. Any changes to Sub-processors to which the Controller gives written consent after the Effective Date shall be incorporated into this Schedule automatically.

2. Particulars of Processing

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with Clause 21.2 to Clause 21.15 and for the purposes of the Data Protection Legislation, the Authority is the Controller (and lead Controller for the Fire Authorities and any Other Fire Authorities) and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • Personal Data transmitted to, stored in, or transmitted from, the Mobilising System Solution or otherwise Processed in the course of provision or receipt of the Services. <p>The Parties are Independent Controllers of Personal Data The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Personal Data of Supplier Personnel used by the Supplier for staff administration purposes and by the Authority for Contract management purposes. • Personal Data of any directors, officers, employees, agents, consultants, contractors and End Users of the Authority or Fire Authorities (excluding the Supplier Personnel) engaged in the performance of the Authority’s duties under this Contract and used by the Supplier for Contract management purposes.

Schedule 31 (Processing Personal Data)

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Description	Details
Subject matter of the Processing	The processing of Personal Data necessary to ensure that the Supplier can effectively deliver the Contract to provide (develop and support) the Mobilising System Solution and the associated Services.
Duration of the processing	The Term including any Termination Assistance Period.
Nature and purposes of the processing	<p>The nature of the processing is any operation such as 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 Personal Data (whether or not by automated means).</p> <p>The purpose of the processing is for the Supplier to provide (develop and support) the Mobilising System Solution , that enables the Authority to respond to incidents.</p>
Type of Personal Data being processed	<p>Names, addresses, telephone numbers, mobile phone numbers, email addresses, location data and other details included within the relevant Authority Data from time to time.</p> <p>This will include Special Category Personal Data such as health data.</p>
Categories of Data Subject	<ul style="list-style-type: none"> • Employees, directors, officers, agents, consultants and contractors of the Authority, Fire Authorities, Other Fire Authorities, or other emergency services or supporting agencies • End Users • Members of the public or other individuals who are involved in or who are witnesses to a reported incident.
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under law to preserve that type of data</p>	<p>The Supplier does not under normal circumstances hold or process any local copies of the Authority Data on its own infrastructure.</p> <p>Where instructed, the Supplier will assist with import, export, and minor tweaks/deletions to support data corrections or updates as part of its support role. This activity may require the transfer of Personal Data on storage devices between specified target systems.</p> <p>Where Personal Data retention is not required for these activities, the Supplier will anonymise the data before use on the Authority offline systems. Where it is required, the Supplier will advise the Authority and ensure the data is registered and authorised for release, and then return/destroy the data after an agreed period. All data will be handled using encrypted media.</p> <p>Any data required under law to be preserved must be communicated to the Supplier by the Authority. Data that falls within this category will only be held on the Authority premises and systems.</p>

Schedule 31 (Processing Personal Data)
 Crown Copyright 2023

Description	Details
	Destruction and retention of Personal Data must be carried out in accordance with the applicable standards in this Contract including those in Schedule 5 (<i>Security Management</i>), and those secure destruction and retention requirements set out or referred to in Schedule 2 (<i>Services Description</i>).
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway	[redacted under FOIA Section 43, Commercial Interests]
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	Those security measures set out or referred to in Schedule 5 (<i>Security Management</i>) and those security requirements set out or referred to in Schedule 2 (<i>Services Description</i>).

3. Sub-Processors

As at the Effective Date, the Processor has appointed the following Sub-processors in accordance with the requirements of Clause 21 (*Protection of Personal Data*).

Name and address of Sub-processor	Processing activity provided by Sub-processor	Location of Processing
[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]

Annex 1: Joint Controller Agreement

NOT USED

Annex 2: International Data Transfer Agreement and International Data Transfer Agreement Addendum to the EU Commission Standard Contractual Clauses

Part A: International Data Transfer Agreement

NOT USED

Part B: International Data Transfer Agreement Addendum to the EU Commission Standard Contractual Clauses

NOT USED

Annex 3: Standard Contractual Clauses for EU GDPR Compliant Transfers

NOT USED

Schedule 32

Intellectual Property Rights

Schedule 32: Intellectual Property Rights

Schedule 32 (Intellectual Property Rights)

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1 Intellectual Property Rights – General Provisions

- 1.1 Except as expressly provided for in this Contract or otherwise agreed in writing:
- 1.1.1 the Authority does not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely:
- (a) the Supplier Software;
 - (b) the Third Party Software;
 - (c) the Third Party IPRs;
 - (d) the Supplier Background IPRs; and
 - (e) any Know-How, trade secrets or Confidential Information of the Supplier contained in any Specially Written Software or Project Specific IPR; and
- 1.1.2 the Supplier does not acquire any right, title or interest in or to the Intellectual Property Rights of the Authority or its licensors, including:
- (a) the Authority Software;
 - (a) the Authority Data; and
 - (b) the Authority Background IPRs; and
- 1.1.3 neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks.
- 1.2 Where either Party acquires, by operation of law, ownership of Intellectual Property Rights that is inconsistent with the requirements of this Schedule 32 (*Intellectual Property Rights*), it must assign in writing the Intellectual Property Rights concerned to the other Party on the other Party's request (whenever made).
- 1.3 If the Supplier becomes aware at any time, including after the Term, that, in respect of any Deliverable, the Authority has not received the licences to the Supplier Software, the Third Party Software, the Third Party IPRs and the Supplier Background IPRs required by Paragraphs 3 and 5, the Supplier must, within 10 Working Days notify the Authority of:
- 1.3.1 the specific Intellectual Property Rights the Authority has not received licences to; and
- 1.3.2 the Deliverables affected.
- 1.4 Where a patent owned by the Supplier is infringed by the use of the Specially Written Software or Project Specific IPR by the Authority or any Replacement Supplier, the Supplier hereby grants to the Authority and the Replacement Supplier a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software.
- 1.5 Unless otherwise agreed in writing, the Supplier will record in the table at Annex 1 to this Schedule and keep updated throughout the Term:
- 1.5.1 any Specially Written Software and Project Specific IPR; and

Schedule 32 (Intellectual Property Rights)

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1.5.2 where:

- (a) the Specially Written Software or Project Specific IPR adapts Supplier Software, Third Party Software, Third Party IPRs, or Supplier Background IPRs; or
- (b) Supplier Software, Third Party Software, Third Party IPRs, or Supplier Background IPRs is embedded in, or forms an integral part of, the Specially Written Software or Project Specific IPR;

full details of the Supplier Software, Third Party Software, Third Party IPRs, or Supplier Background IPRs.

1.6 For the avoidance of doubt, except as provided for in Paragraph 3.4.3, the expiry or termination of this Contract does not of itself terminate the licences granted to the Authority under Paragraph 3;

1.7 Not used.

2 Ownership of IPR created under the Contract

2.1 Not used.

2.2 Subject to Paragraph 1.1.1, the Authority agrees to:

2.2.1 transfer to the Supplier, or procure the transfer to the Supplier of, all Intellectual Property Rights in the Specially Written Software and Project Specific IPRs not already vesting in the Supplier, including:

- (a) the Documentation, Source Code and the Object Code of the Specially Written Software; and
- (b) all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software,

(together the "**Software Supporting Materials**"); and

2.2.2 execute all such assignments required to transfer properly any rights in the Specially Written Software and Project Specific IPRs to the Supplier.

2.3 Each Party shall bear its own costs of preparing and executing any assignment required by this Paragraph.

3 Licence of Supplier IPR

3.1 The Supplier grants to the Authority a perpetual, non-exclusive, royalty-free, irrevocable, transferable, sub-licensable, worldwide licence, to use the Intellectual Property Rights in the Virtual Library Database without restriction.

3.2 The Supplier grants the Authority a licence on the terms set out in Paragraph 3.4 in respect of each Deliverable where Specially Written Software, Remaining Project Specific IPRs, Software Supporting Materials, Supplier Software or Supplier Background

Schedule 32 (Intellectual Property Rights)

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IPRs:

- 3.2.1 is embedded in the Deliverable;
 - 3.2.2 is necessary for the Authority to receive or use the Deliverable;
 - 3.2.3 in the case of Specially Written Software, Remaining Project Specific IPRs or Software Supporting Materials, is used to provide the Deliverable; or
 - 3.2.4 in the case of Supplier Software or Supplier Background IPRs, has been customised or adapted to create the Deliverable.
- 3.3 The categories of relevant IPR set out in Paragraph 3.2 are mutually exclusive.
- 3.4 The licence referred to in Paragraph 3.2 is a non-exclusive, royalty-free, irrevocable, transferable, sub-licensable, worldwide licence that:
- 3.4.1 in the case of relevant IPR embedded in a Deliverable, is used to provide the Deliverable or has been customised or adapted to create the Deliverable:
 - (a) is sub-licensable;
 - (b) has no restriction on the identity of any transferee or sub-licensee;
 - (c) allows the Authority and any transferee or sub-licensee to use, copy and adapt the relevant IPR for any of the purposes set out in Paragraph 3.5;
 - 3.4.2 in the case of relevant IPR that is necessary for the Authority to receive or use the Deliverable:
 - (a) allows the Authority and any transferee or sublicensee to use and copy, but not, except as may not be excluded by Law, adapt, disassemble or reverse engineer the relevant IPR for any of the purposes set out in Paragraph 3.5;
 - (b) is transferrable only to:
 - (i) any body (including any private sector body) that performs or carries out any of the functions or activities that the Authority had previously performed or carried out; or
 - (ii) a person or organisation that is not a direct competitor of the Supplier;
 - (c) is sub-licensable to the Replacement Supplier (including where the Replacement Supplier is a competitor of the Supplier), but provided that the Supplier may require that the Replacement Supplier first enters into the Supplier's end user licence agreement;
 - 3.4.3 expires at the later of:
 - (a) the expiry of the Term; or
 - (b) the expiry of any Termination Assistance Period; and

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- 3.4.4 is subject to the restrictions that:
- (a) each transferee or sub-licensee either:
 - (i) enters into a direct arrangement with the Supplier in the form set out in Annex 1 to Schedule 12 (*Software*); or
 - (ii) enters into a confidentiality arrangement with the Authority in terms equivalent to those set out in set out in Clause 19 (*Confidentiality*); and
 - (b) no sub-licence granted to the relevant IPR shall purport to provide the sub-licensee with any wider rights than those granted to the Authority under this Paragraph.

3.5 For the purposes of Paragraphs 3.2 and 3.4, the relevant purposes are:

- 3.5.1 to allow the Authority or any End User to receive and use the Deliverables; and
- 3.5.2 for any purpose relating to the exercise of the Authority's (or any other Public Sector Body's or Other Fire Authority's) business or function.

3.6 Where the licence granted under Paragraph 3.4 is transferred under Paragraph 3.4.1(b) or 3.4.2(b), the transferee or successor body do not acquire any wider rights than those granted to the Authority under this Paragraph.

4 Licences of Authority IPR

4.1 The Authority grants the Supplier a licence to the:

- 4.1.1 Authority Software;
- 4.1.2 Authority Data; and
- 4.1.3 not used;
- 4.1.4 Authority Background IPRs;

for the sole purpose of fulfilling its obligations under this Contract that:

- 4.1.5 is non-exclusive, royalty-free and non-transferable;
- 4.1.6 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 Annex 1 to Schedule 12 (*Software*); 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;
- 4.1.7 allows the Supplier and any sub-licensee to use, copy and adapt any licensed IPRs for the purpose of fulfilling its obligations under this Contract; and

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- 4.1.8 subject to earlier termination under Paragraph 4.3, terminates at the later of:
- (a) the expiry of the Term; or
 - (b) the end of any Termination Assistance Period.
- 4.2 When the licence granted under Paragraph 4.1 terminates, the Supplier must, and must ensure that each Sub-contractor granted a sub-licence under Paragraph 4.1.6 must:
- 4.2.1 immediately cease all use of the licensed IPR;
- 4.2.2 either:
- (a) at the discretion of the Authority, return or destroy documents and other tangible materials that contain any of the licensed IPR; or
 - (b) if the Authority has not made an election within 6 months of the termination of the licence, destroy the documents and other tangible materials that contain any of the licensed IPR; and
- 4.2.3 ensure, so far as reasonably practicable, that any licensed IPR 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.
- 4.3 The Authority may terminate any licence it grants under this Paragraph by notice in writing with immediate effect where the Supplier breaches any condition in that licence.

5 Use of Third Party IPR

- 5.1 The Supplier must not use any:
- 5.1.1 Third Party Non-COTS Software; or
- 5.1.2 Third Party Non-COTS Background IPR,
- in the provision of the Services (including in any Specially Written Software or in the software element of Project Specific IPRs) unless one of the following conditions is met:
- 5.1.3 the owner or an authorised licensor of the relevant IPR has granted the Authority a direct licence on the terms equivalent to those set out in Paragraph 3; or
- 5.1.4 if the Supplier cannot, after commercially reasonable endeavours, meet the condition in Paragraph 5.1.3, all the following conditions are met:
- (a) the Supplier has notified the Authority in writing giving details of:
 - (i) what licence terms can be obtained from the relevant third party; and
 - (ii) whether there are providers which the Supplier could seek to use and the licence terms obtainable from those third parties;
 - (b) the Authority approves the licence terms of one of those third parties; and

Schedule 32 (Intellectual Property Rights)

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

5.1.5 if the Supplier cannot meet the conditions in Paragraphs 5.1.3 and 5.1.4, the Authority has provided written approval to use the relevant IPR without a licence, with reference to the acts authorised and the specific IPR involved.

5.2 The Supplier must not use any:

5.2.1 Third Party COTS Software; or

5.2.2 Third Party COTS Background IPR,

in the provision of the Services (including in any Specially Written Software or in the software element of Project Specific IPRs) unless the following conditions are met:

5.2.3 the Supplier has provided the Authority with the applicable terms for the IPRs (which must be at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available); and

5.2.4 the Authority has not (in its absolute discretion) rejected those licence terms within 20 Working Days of the date on which they were provided to the Authority.

Annex 1: Project Specific IPR and Specially Written Software

Name of Project Specific IPR	Details
Virtual Library Database	[redacted under FOIA Section 43, Commercial Interests]
Virtual Library (hosting Software)	[redacted under FOIA Section 43, Commercial Interests]

Name of Specially Written Software	Details
[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]

Name of adapted or embedded Supplier Software, Third Party Software, Third Party IPRs, or Supplier Background IPRs	Details
[redacted under FOIA Section 43, Commercial Interests]	[redacted under FOIA Section 43, Commercial Interests]

Schedule 33

PR & Press Protocol

Schedule 33: PR & Press Protocol

JOINT PROTOCOL FOR DEALING WITH ENQUIRIES FROM THE MEDIA BETWEEN THE AUTHORITY AND FREQUENTIS (UK) LIMITED

1. Purpose of the Protocol

- 1.1 To record the arrangements agreed between the Authority¹⁵ and the Supplier for dealing with enquiries from the media in relation to matters associated with the Authority or with one of the Fire Authorities¹⁶.

2. The Authority's Organisation Arrangements

- 2.1 The Authority's point of contact during office hours will be the Business Support Manager or System Support Officer who will be ordinarily available between 0900hrs until 1700hrs Monday to Friday inclusive (telephone and email contact details will be provided separately).
- 2.2 The Authority's point of contact outside of the hours stated in paragraph 2.1 of this Protocol, will be via the Supervisor's desk in the Main Control Room, which will be staffed at all times (telephone and email contact details will be provided separately).
- 2.3 The Authority may also be able to utilise the advice and assistance of the Fire Authorities' media / press / corporate communications staff. In the event that the Supplier has to deal with a matter that may be / is pertinent to a particular Fire Authority, then the Supplier should inform the Authority's point of contact who will then arrange for the appropriate contact to be made with the Fire Authority.

3. The Supplier's Organisational Arrangements

- 3.1 Names and contact arrangements for the Supplier's staff are set out in Appendix A to this Protocol. The Supplier will advise the Authority of any changes to Appendix A as soon as practicable but in any event, no later than 5 Working Days of the changes being effected.

4. Authority arrangements for dealing with enquiries from the media and publicity

- 4.1 The Authority will handle all enquiries from the media relating to the Authority's services.
- 4.2 So far as matters directly relating to the Services/Supplier Solution provided by the Supplier and matters relating directly to the contractual arrangements with the Authority, the Authority will:
- 4.2.1 without contacting the Supplier, provide factual information to the media based on information provided by the Supplier;
 - 4.2.2 issue a holding statement in response to enquiries and as soon as possible but no later than 1700hrs on the next Working Day¹⁷ agree with the Supplier the

¹⁵ NW Firecontrol Ltd

¹⁶ The Authority's partner Fire & Rescue Authorities, being: Greater Manchester, Lancashire, Cheshire & Cumbria.

¹⁷ Monday to Friday, excluding bank holidays

text of any oral or written material to be issued to the media;

- 4.2.3 advise the Supplier's contacts of any proposed Authority public relations events which could reasonably be expected to involve matters relating to the supply of the Services/Supplier Solution by the Supplier or the contractual arrangements with the Authority and agree any action to be taken by the Supplier and / or the Authority; and
- 4.2.4 respond and not unreasonably withhold approval to any material referred to in paragraph 5.1 below.

5. **The Supplier's arrangements for dealing with enquiries from the media and publicity**

- 5.1 So far as matters relating to the Services/Supplier Solution provided by the Supplier are concerned, the Supplier will at its own expense:
 - 5.1.1 provide factual information to the Authority;
 - 5.1.2 notify the Authority point of contact at the earliest possible opportunity, by phone of any enquiry from the media relating to the supply of the Services/Supplier Solution by the Supplier, or the contractual arrangements with the Authority;
 - 5.1.3 contact the Authority's point of contact by phone with requests from the media to photograph or film at any Authority property for approval and agreement as to the arrangements to be made and the requests will not be agreed until such approval is given;
 - 5.1.4 advise the Authority's point of contact of any proposed public relations events which could reasonably be expected to involve matters relating to the supply of the Services/Supplier Solution by the Supplier, the contractual arrangements with the Authority and agree any action to be taken by the Supplier and / or the Authority and the event will not proceed until such agreement is reached;
 - 5.1.5 so far as paragraph 5.1.3 above is concerned, where approval is given for photographing or filming on Authority property, ensure that those attending from or on behalf of the Supplier comply with all instructions issued by any Authority employee, officer, Director or the Facilities Manager and sign an indemnity in the form provided by the Authority (if requested). In addition, anyone attending from or on behalf of the Supplier will be required to adhere to the Authority's site safety requirements; and
 - 5.1.6 ensure that all of its staff and Sub-contractors or other agents are apprised of the content of this protocol so far as relevant to the performance of the Contract by the Supplier.

Signed [**redacted under FOIA Section 40, Personal Information and FOIA Section 43, Commercial Interests**] For the Authority

Signed [**redacted under FOIA Section 40, Personal Information and FOIA Section 43, Commercial Interests**] For the Supplier

Annex 1: Supplier Contacts

JOINT PROTOCOL FOR DEALING WITH ENQUIRIES FROM THE MEDIA BETWEEN THE AUTHORITY AND FREQUENTIS (UK) LIMITED

Contact List for all relevant Supplier personnel

The Supplier's contacts Monday to Friday: **[redacted under FOIA Section 43, Commercial Interests]** are:

Core Team:

Name **[redacted under FOIA Section 40, Personal Information]**

Office Tel No **[redacted under FOIA Section 40, Personal Information]**

Mobile Tel No **[redacted under FOIA Section 40, Personal Information]**

Email: **[redacted under FOIA Section 40, Personal Information and FOIA Section 43, Commercial Interests]**

Additional Contacts:

[redacted under FOIA Section 43, Commercial Interests]