

# DPS Schedule 6 (Order Form Template and Order Schedules)

## Order Form

ORDER REFERENCE: **UKRI-3595**

THE BUYER: **UK Research and Innovation**

BUYER ADDRESS **Polaris House, North Star Avenue, Swindon,  
England, SN2 1FL**

THE SUPPLIER: **The Involve Foundation**

SUPPLIER ADDRESS: **Oxford House, Derbyshire Street,  
London E2 6HG**

REGISTRATION NUMBER: **05669443**

DUNS NUMBER: **FOIA Section 40 Personal Information**

DPS SUPPLIER REGISTRATION SERVICE ID: **FOIA Section 40 Personal Information**

This Order Form, when completed and executed by both Parties, forms an Order Contract. An Order Contract can be completed and executed using an equivalent document or electronic purchase order system.

### APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 11/06/2024

It's issued under the DPS Contract with the reference number RM6126/UKRI-3595 for the provision of Sciencewise Programme Management.

### DPS FILTER CATEGORY(IES):

Data Collection Method (general): Qualitative

Data Collection Method (qual specific): Deliberative research

### ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

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1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6126**
3. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6126**
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Order Schedules for **UKRI-3595**
    - Order Schedule 1 (Transparency Reports)
    - Order Schedule 2 (Staff Transfer)
    - Order Schedule 3 (Continuous Improvement)
    - Order Schedule 5 (Pricing Details)
    - Order Schedule 7 (Key Supplier Staff)
    - Order Schedule 9 (Security)
    - Order Schedule 10 (Exit Management)
    - Order Schedule 20 (Order Specification)
4. CCS Core Terms (DPS version) v1.0.3
5. DPS Schedule 9 (Cyber Essentials Scheme)
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6126**
7. Order Schedule 4 (Order Tender)

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

### ORDER SPECIAL TERMS

**None**

ORDER START DATE: **01/07/2024**

ORDER EXPIRY DATE: **30/06/2030**

ORDER INITIAL PERIOD: **6 years**

### DELIVERABLES

See details in Order Schedule 20 (Order Specification)

### MAXIMUM LIABILITY

RM6126 - Research & Insights DPS  
Project Version: v1.0  
Model Version: v1.3

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The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

**FOIA Section 43 Commercial**

### ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)]

### REIMBURSABLE EXPENSES

**None**

### PAYMENT METHOD

The Supplier shall submit invoices monthly in arrears.

The Supplier shall submit invoices to the nominated email address

[finance@uksbs.co.uk](mailto:finance@uksbs.co.uk)

The Supplier shall ensure each invoice includes a breakdown of work completed

### BUYER'S INVOICE ADDRESS:

UKRI C/O UK Shared Business Services Ltd

Corporate Procurement

Polaris House, North Star Avenue

Swindon, United Kingdom

SN2 1UH

[finance@uksbs.co.uk](mailto:finance@uksbs.co.uk)

### BUYER'S AUTHORISED REPRESENTATIVE

UK Research and Innovation

Caxton House

Tothill Street

London

SW1H 9NA

[Corporateprocurement@ukri.org](mailto:Corporateprocurement@ukri.org)

### BUYER'S ENVIRONMENTAL POLICY

<https://www.ukri.org/who-we-are/policies-standards-and-data/corporate-policies-and-standards/environmental-sustainability/>

### BUYER'S SECURITY POLICY

In line with UKRI Data Security checks

### SUPPLIER'S AUTHORISED REPRESENTATIVE

**FOIA Section 40 Personal Information**

SUPPLIER'S CONTRACT MANAGER

FOIA Section 40 Personal Information

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

At a minimum quarterly, but also may be arranged on request/agreement.

KEY STAFF

FOIA Section 40 Personal Information

KEY SUBCONTRACTOR(S)

FOIA Section 43 Commercial

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not Applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<div style="background-color: black; color: red; text-align: center; padding: 10px;">                     FOIA Section 40 Personal Information                 </div>		
Name:			
Role:			
Date:	25 <sup>th</sup> June 2024	Date:	26th June 2024

## Order Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the DPS Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

## Annex A: List of Transparency Reports

Title	Content	Format	Frequency
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**FOIA Section 43 Commercial**

### Order Schedule 2 (Staff Transfer)

Buyers will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry if there are employees eligible for New Fair Deal pension protection then the appropriate pensions provisions will also need to be selected.

If there is a staff transfer from the Buyer on entry (1st generation) then Part A shall apply.

If there is a staff transfer from former/incumbent supplier on entry (2nd generation), Part B shall apply.

If there is both a 1st and 2nd generation staff transfer on entry, then both Part A and Part B shall apply.

If either Part A and/or Part B apply, then consider whether Part D (Pensions) shall apply and the Buyer shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), D3 (LGPS) or D4 (Other Schemes)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If there is no staff transfer (either 1st generation or 2nd generation) at the Start Date then Part C shall apply and Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If the position on staff transfers is not known at the bid stage, include Parts A, B, C and D at the bid stage and then update the Buyer Contract Details before signing to specify whether Parts A and/or B, or C and D apply to the Contract.

Part E (dealing with staff transfer on exit) shall apply to every Contract.

For further guidance on this Schedule contact Government Legal Department's Employment Law Group]

## 1. Definitions

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

<p><b>"Acquired Rights Directive"</b></p>	<p>1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;</p> <p>2</p>
<p><b>"Employee Liability"</b></p>	<p>3 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <p>a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</p>
	<p>b) unfair, wrongful or constructive dismissal compensation;</p>
	<p>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;</p>
	<p>d) compensation for less favourable treatment of part-time workers or fixed term employees;</p>
	<p>e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;</p>

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	f) employment claims whether in tort, contract or statute or otherwise;
	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;
<b>"Former Supplier"</b>	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
<b>"New Fair Deal"</b>	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: <ul style="list-style-type: none"> <li>(i) any amendments to that document immediately prior to the Relevant Transfer Date; and</li> <li>(ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;</li> </ul>
<b>"Old Fair Deal"</b>	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;
<b>"Partial Termination"</b>	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
<b>"Relevant Transfer"</b>	a transfer of employment to which the Employment Regulations applies;
<b>"Relevant Transfer Date"</b>	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier



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	<p>or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;</p>
<p><b>"Staffing Information"</b></p>	<p>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, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p>
	<p>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</p>
	<p>(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;</p>
	<p>(c) the identity of the employer or relevant contracting Party;</p>
	<p>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</p>
	<p>(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;</p>
	<p>(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;</p>
	<p>(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);</p>

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	(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
	(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
	(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
<b>"Supplier's Final Supplier Personnel List"</b>	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
<b>"Supplier's Provisional Supplier Personnel List"</b>	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
<b>"Term"</b>	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
<b>"Transferring Buyer Employees"</b>	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
<b>"Transferring Former Supplier Employees"</b>	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

**2. INTERPRETATION**

2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the

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Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together “Third Party Provisions”) confer benefits on third parties (each such person a “Third Party Beneficiary”) and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
  - 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Order Contract has no right under the CRTPA to enforce any term of this Order Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
  - 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
  - 2.5 Any amendments or modifications to this Order Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.
- 3. Which parts of this Schedule apply**

Only the following parts of this Schedule shall apply to this Call Off Contract:

- [Part C (No Staff Transfer on the Start Date)]

## **Part A: NOT USED**

## Part B: NOT USED

## Part C: No Staff Transfer on the Start Date

### 1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
  - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
  - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it 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 Buyer and/or the Former Supplier),, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to 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 may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor 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 1.8 the Buyer shall:
  - 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in

Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and

- 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
  - 1.8.1 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 Supplier and/or Subcontractor; or
    - (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and

1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

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

## **2. Limits on the Former Supplier's obligations**

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

## **Part D: Pensions**

**NOT USED**



## Part E: Staff Transfer on Exit

### 1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
  - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
  - 1.1.3 the date which is 12 Months before the end of the Term; and
  - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),
- it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.
- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) 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 Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor 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 Buyer (not to be unreasonably withheld or delayed):
- :
- 1.5.1 replace or re-deploy any Supplier Staff 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 he/she replaces

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- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (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 Staff 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);
- 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 Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:
  - 1.6.1 the numbers of employees engaged in providing the Services;
  - 1.6.2 the percentage of time spent by each employee 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) (as appropriate); and
  - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer

Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the 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; and
- 1.7.6 bank/building society account details for payroll purposes.

## **2. Staff Transfer when the contract ends**

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier 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(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) 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 Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the

Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;

2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees; and/or

(b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;

2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before 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 on and before 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 Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

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- 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
  - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
  - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The 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 Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
  - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of

becoming aware of that fact, notify the Buyer and the Supplier in writing; and

2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.

2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release 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 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 Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (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's and/or Replacement Subcontractor 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 and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor 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 Subcontractor, or

- (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor 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 Subcontractor to the Supplier within 6 months of the Service Transfer Date..

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor 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 comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (b) the Supplier and/or any Subcontractor; and
- (c) the Replacement Supplier and/or the Replacement Subcontractor.

2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any

Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee 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;
- 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
  - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the 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 Subcontractor is contractually bound to honour;
- 2.13.3 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 Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel 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;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the 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;



- 2.13.6 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 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 Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 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 Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

## Order Schedule 3 (Continuous Improvement)

### Buyer's Rights

- 1.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

### Supplier's Obligations

- 1.2 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 1.3 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 1.4 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
  - 1.4.1 identifying the emergence of relevant new and evolving technologies;
  - 1.4.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - 1.4.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
  - 1.4.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 1.5 The initial Continuous Improvement Plan for the first (1<sup>st</sup>) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 1.6 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working

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Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

- 1.7 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 1.8 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 1.9 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
  - 1.9.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
  - 1.9.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 1.10 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1<sup>st</sup>) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 1.11 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 1.12 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 1.13 At any time during the Contract Period of the Order Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

## Order Schedule 4 (Order Tender)

Social Value Model Commitment			
Sourcing Reference #	UKRI-3595		
Bidder:	The Involve Foundation		

**FOIA Section 43 Commercial**

organisation is currently delivering (E = existing), is planning to deliver (P = Planned) or is not planning to deliver (N = Not planned)

## Order Schedule 5 (Pricing Details)

The total value of this contract is £2,379,801.33, costs are to be as per The Involve Foundation\_ Appendix B UKRI-3595 Price Schedule (Involve) FINAL.

### AW5.2 Price Schedule

<b>SOURCING REFERENCE:</b>	<b>UKRI -3595</b>
<b>SOURCING DOCUMENT TITLE:</b>	<b>UKRI Sciencewise Programme Management</b>

**FOIA Section 43 Commercial**

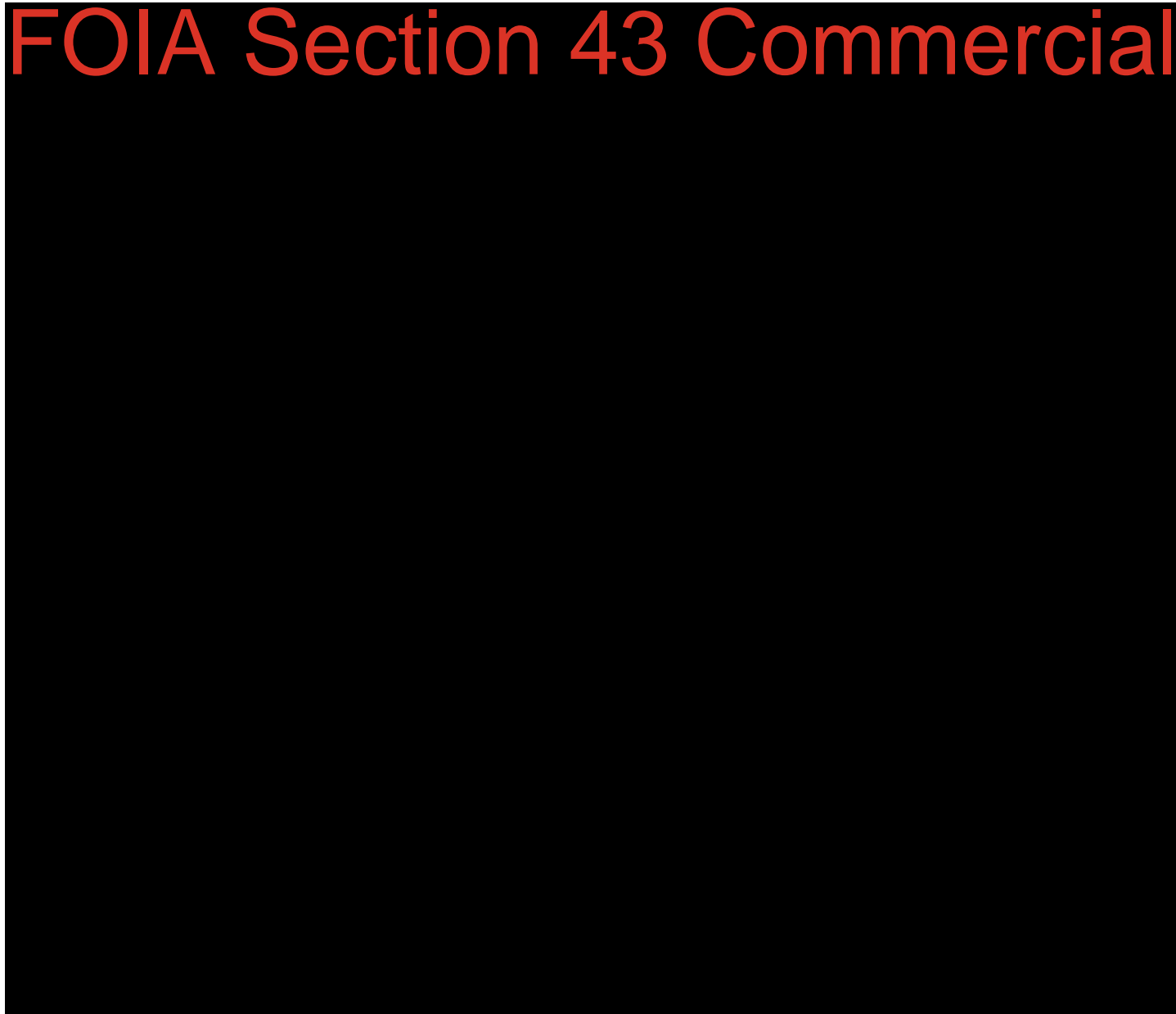
<b>TOTAL 6 YEARS</b>	<b>FOIA Section 43 Commercial</b>	<b>£</b>	<b>2,379,801.33</b>
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# FOIA Section 43 Commercial

# FOIA Section 43 Commercial

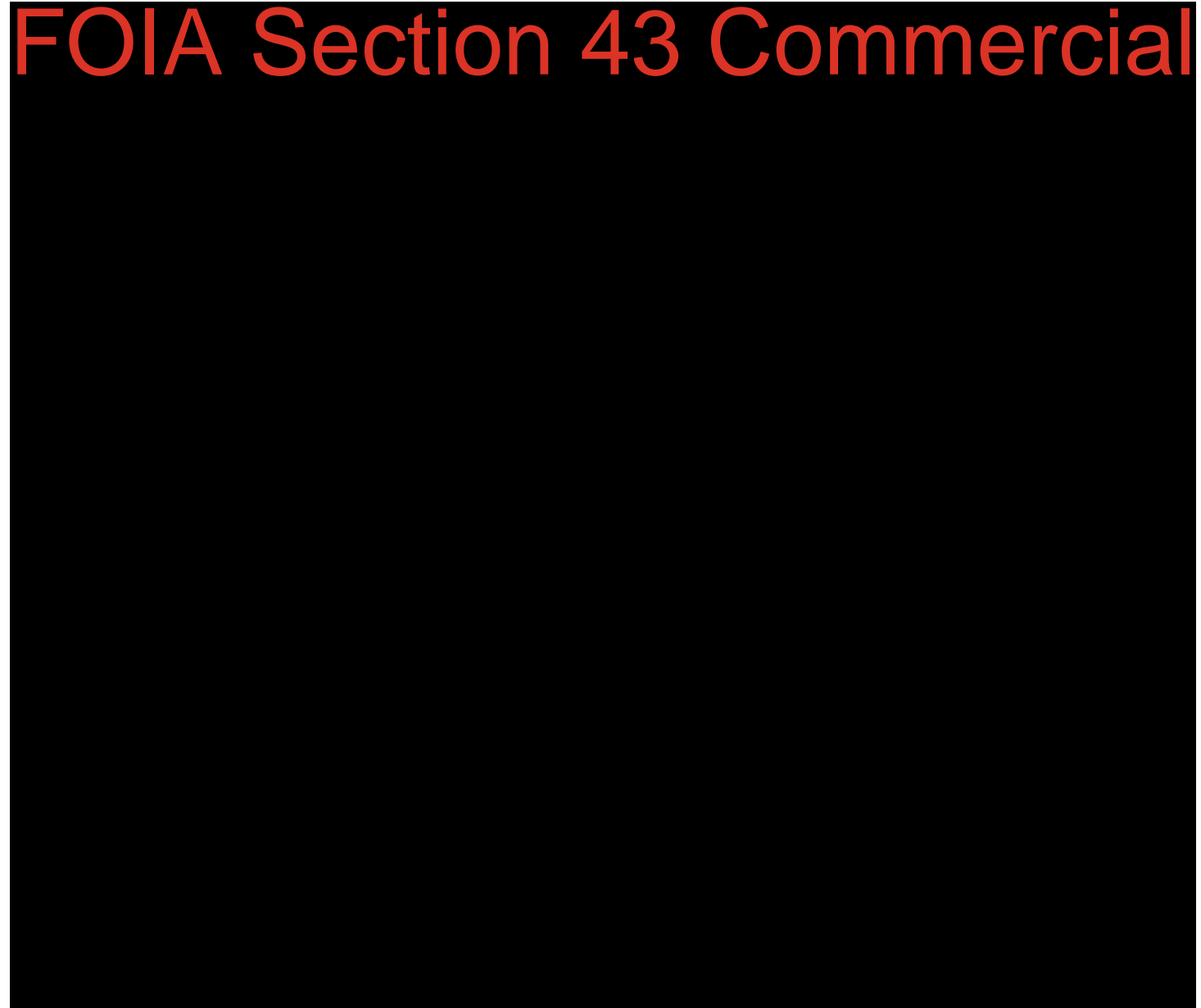


# FOIA Section 43 Commercial

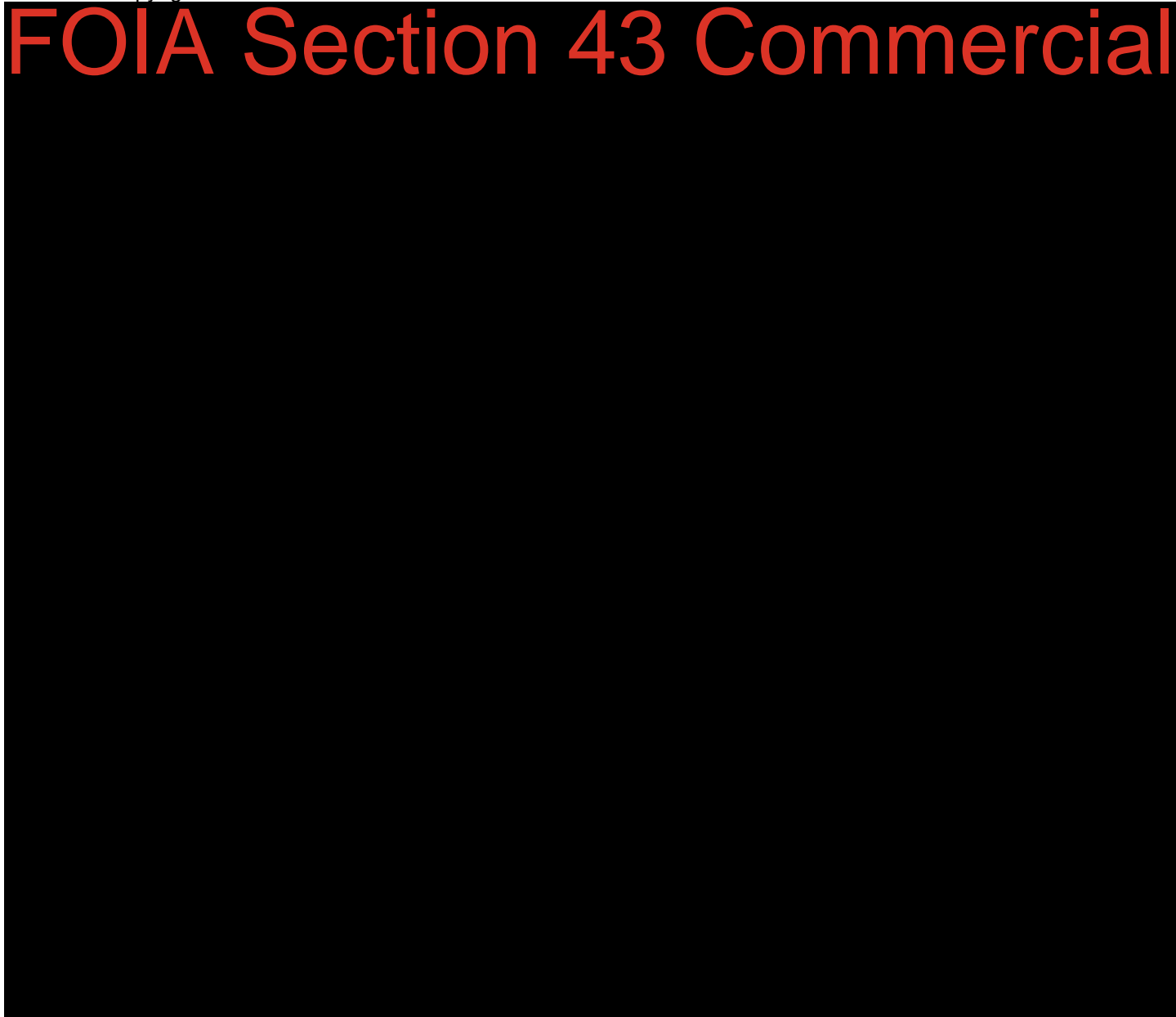




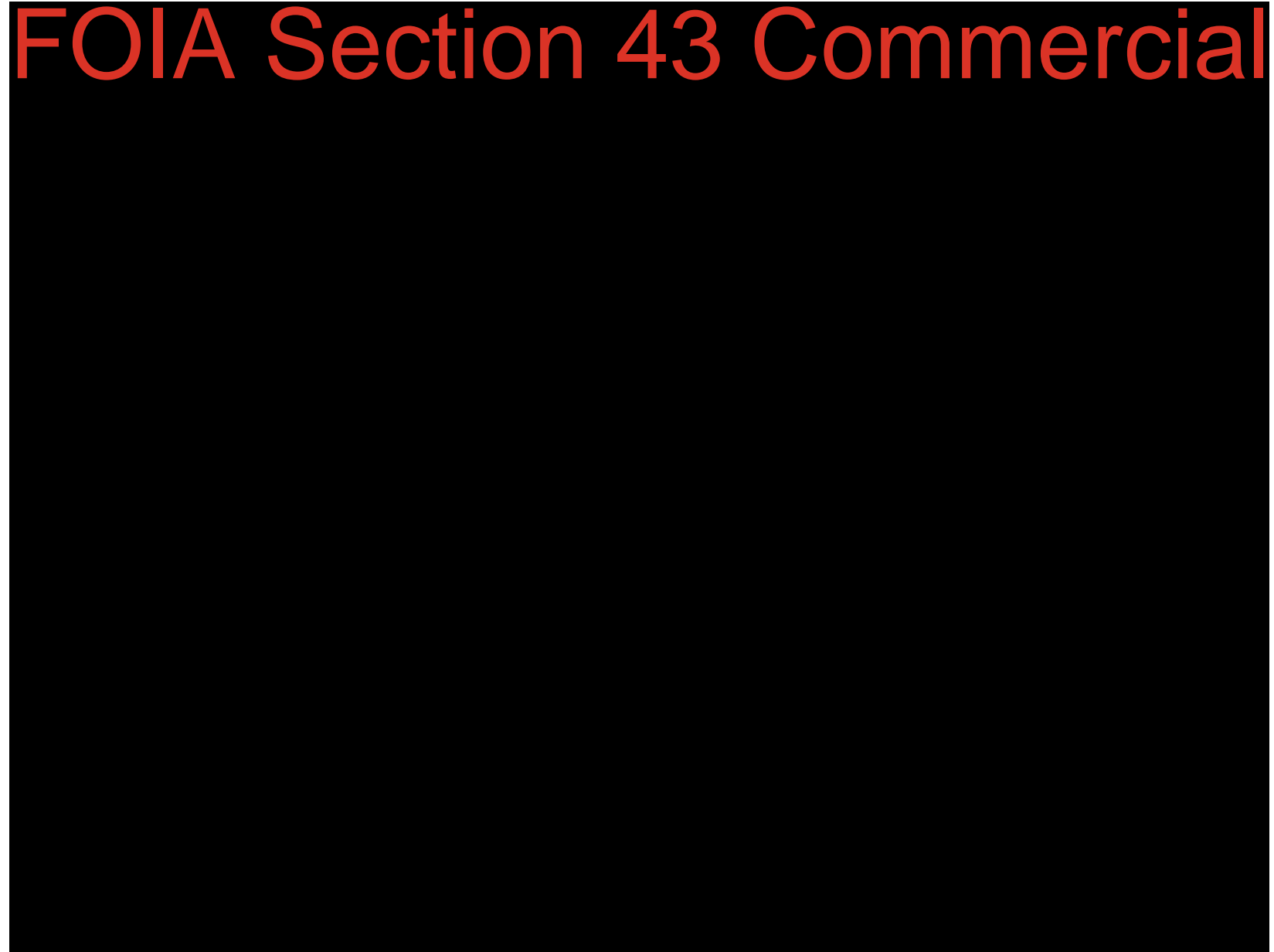
# FOIA Section 43 Commercial



# FOIA Section 43 Commercial



# FOIA Section 43 Commercial



## Order Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
  - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
  - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
  - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
  - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
  - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
  - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
  - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully

competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

## **Annex 1- Key Roles**

<b>Key Role</b>	<b>Key Staff</b>	<b>Contact Details</b>
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**FOIA Section 40 Personal Information**



## Order Schedule 9 (Security)

### Part A: Short Form Security Requirements

#### 2. Definitions

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

**"Breach of Security"**

the occurrence of:

- a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;

**"Security Management Plan"**

the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time;

#### 3. Complying with security requirements and updates to them

3.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

3.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

- 3.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 3.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. 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 be subject to the Variation Procedure.
- 3.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

#### **4. Security Standards**

- 4.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 4.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
  - 4.2.1 is in accordance with the Law and this Contract;
  - 4.2.2 as a minimum demonstrates Good Industry Practice;
  - 4.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
  - 4.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 4.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 4.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

#### **5. Security Management Plan**

##### **5.1 Introduction**

- 5.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

## **5.2 Content of the Security Management Plan**

### **5.2.1 The Security Management Plan shall:**

- (a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

## **5.3 Development of the Security Management Plan**

- ### **5.3.1** Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.



- 5.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 5.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 5.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

#### **5.4 Amendment of the Security Management Plan**

- 5.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- (a) emerging changes in Good Industry Practice;
  - (b) any change or proposed change to the Deliverables and/or associated processes;
  - (c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
  - (d) any new perceived or changed security threats; and
  - (e) any reasonable change in requirements requested by the Buyer.
- 5.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- (a) suggested improvements to the effectiveness of the Security Management Plan;
  - (b) updates to the risk assessments; and
  - (c) suggested improvements in measuring the effectiveness of controls.

- 5.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 5.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

## **6. Security breach**

- 6.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 6.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
- 6.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
  - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
  - (c) prevent an equivalent breach in the future exploiting the same cause failure; and
  - (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 6.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

## **Part B: NOT USED**

## Order Schedule 10 (Exit Management)

### 1. Definitions

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

<b>"Exclusive Assets"</b>	Supplier Assets used exclusively by the Supplier in the provision of the Deliverables;
<b>"Exit Information"</b>	has the meaning given to it in Paragraph 3.1 of this Schedule;
<b>"Exit Manager"</b>	the person appointed by each Party to manage their respective obligations under this Schedule;
<b>"Net Book Value"</b>	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the DPS Application or Order Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
<b>"Non-Exclusive Assets"</b>	those Supplier Assets used by the Supplier in connection with the Deliverables but which are also used by the Supplier for other purposes;
<b>"Registers"</b>	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
<b>"Replacement Goods"</b>	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Services"</b>	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Termination Assistance"</b>	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer

	pursuant to the Termination Assistance Notice;
<b>"Termination Assistance Notice"</b>	has the meaning given to it in Paragraph 5.1 of this Schedule;
<b>"Termination Assistance Period"</b>	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
<b>"Transferable Assets"</b>	Exclusive Assets which are capable of legal transfer to the Buyer;
<b>"Transferable Contracts"</b>	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
<b>"Transferring Assets"</b>	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
<b>"Transferring Contracts"</b>	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

## 2. Supplier must always be prepared for contract exit

The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

During the Contract Period, the Supplier shall promptly:

create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

**("Registers").**

The Supplier shall:

ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

### **3. Assisting re-competition for Deliverables**

The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

### **4. Exit Plan**

The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

The Exit Plan shall set out, as a minimum:

- a detailed description of both the transfer and cessation processes, including a timetable;
- how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- proposals for the disposal of any redundant Deliverables and materials;
- how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

The Supplier shall:

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

Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

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

## **5. Termination Assistance**

The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

- the nature of the Termination Assistance required; and
- the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.

The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

## **6. Termination Assistance Period**

Throughout the Termination Assistance Period the Supplier shall:

- continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
- provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
- use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
- subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or



Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;

seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

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

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

## **7. Obligations when the contract is terminated**

The Supplier shall comply with all of its obligations contained in the Exit Plan.

Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

vacate any Buyer Premises;

remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

such information relating to the Deliverables as remains in the possession or control of the Supplier; and

such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

## 8. Assets, Sub-contracts and Software

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

terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

(subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

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

which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

which, if any, of:

the Exclusive Assets that are not Transferable Assets; and

the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

The Buyer shall:

accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

## **9. No charges**

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

## **10. Dividing the bills**

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

the amounts shall be annualised and divided by 365 to reach a daily rate;

the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

## Order Schedule 20 (Order Specification)

1. This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Order Contract

<b>Title of Request:</b>	Sciencewise Programme Management
<b>Duration of Engagement:</b>	6 years
<b>Required Commencement Date:</b>	01 July 2024

### 1. Introduction

UK Research and Innovation is seeking a supplier or consortium of suppliers to manage Sciencewise, its flagship public dialogue programme for the research, innovation and policy sector.

#### About UK Research and Innovation (UKRI)

UKRI creates knowledge with impact by investing over £8 billion a year in research and innovation through the UK's nine leading funding councils. Our five year strategy - [transforming tomorrow together](#) - sets out long-term, high-level priorities for how we will deliver our vision for an outstanding research and innovation system in the UK that provides everyone with the opportunity to contribute and to benefit, enriching lives locally, nationally and globally.

#### About Public Engagement in UKRI

UKRI supports world leading research and innovation to create a more prosperous, healthy and sustainable society. Our [Public Engagement Strategy](#) explains how creating opportunities for people to discuss, create and participate in research and innovation is an important way to achieve this, by making research and innovation more relevant, impactful and trusted.

#### About Sciencewise

The aim of the Sciencewise programme is to assist socially informed decision making within the research and innovation sector and related policy and regulatory areas.

[Sciencewise](#) provides expert support, quality assurance and up to 50% of funding for public input projects commissioned by UKRI Councils, central Government departments or agencies, and other public bodies, organisations or research groupings that meet the programme's eligibility criteria.

Founded in 2004, it supports best practice, high quality methodology, transparency and impact in engagement projects on topics of societal interest within the above sectors, in accordance with the [Sciencewise Guiding Principles for public dialogue](#).

#### Overview of Sciencewise programme management role

This and later sections outline the general expectations about the requirement and describe how the management role works currently, but bidders should note that this description is indicative only. UKRI is open to well thought out innovation and change in how our core aims and objectives are achieved.

The primary role of Sciencewise programme management is to deliver expert support and quality assurance at all stages of a Sciencewise-supported project, from project identification through delivery to evaluation and long-term impact, and ensure that the Sciencewise Guiding Principles are applied.

It is expected that the Supplier will need to carry out proactive horizon scanning and analysis to support the identification and commissioning of timely and impactful public dialogues. In addition to delivering expertise in public dialogue they also may be required to support the design and commissioning of other forms of qualitative or quantitative ways of bringing public views into the sector, such as surveys, polls or focus group work, as a complement or precursor to the programme's core activity. The Supplier should consider how Sciencewise can demonstrate the value of deliberative engagement to the Research & Innovation (R&I) and policy sectors, including by supporting the dissemination and communication of Sciencewise projects and programme learning and findings from both new projects and the 20-year archive.

The requirement, given in full in section 5, consists of three work packages:

- 1) Project identification;
- 2) Project development and delivery;
- 3) Programme management and communications.

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The Supplier is expected to have the capacity and expertise to deliver flexible, high-quality support and quality assurance for methods of bringing public input into governance, policy and decision-making throughout the research, innovation, policy and regulatory sectors, with a focus on deliberative public dialogue.

The Supplier should offer creativity and agility in project identification, awareness raising, learning and communications. They must be able to ensure high standards across Sciencewise-supported projects and maintain or improve Sciencewise's reputation for reliability, transparency, and well-evidenced methodology. Bidders should explain how they will achieve the programme's aim and objectives and are encouraged to suggest where and how the programme could be improved, in support of these, within the specified budget. .

UKRI urges Bidders to explore the potential for partnerships or consortia with the combination of expertise and skills to help the programme increase its agility and capacity to innovate and stretch its practice in the service of increased impact and relevance within the R&I and policy ecosystems.

## 2. Aims & Objectives

### 2.1 Overall objectives of the Sciencewise programme

The objectives of the Sciencewise programme are:

1. To improve policy and research funding outcomes by supporting qualifying organisations, through high quality engagement, to take account of the views and values of the public.
2. To drive the inclusion, in all elements of a public dialogue or other method of engagement, of a diversity of persons, values and views reflective of the UK public, in order to strengthen the quality and societal relevance of findings and reduce risk in related policy, regulation and research.
3. By communicating findings and impacts in a timely and engaging fashion, to build awareness among decision-makers that public dialogue and other public engagement improves policy, research, regulation and innovation.

### 2.2 Objectives of project identification for the Sciencewise programme

It is crucial that the Supplier is able to consistently maintain a pipeline of projects suitable to be considered for Sciencewise support (overall programme objective 1, above). The aim of Sciencewise project identification is to locate opportunities to bring public voice into decisions about research, policy development, and regulation relating to emerging policy or technological innovation where there are significant societal impacts and/or ethical considerations.

Relevant objectives for project identification are:

1. To understand and apply UKRI's eligibility criteria for organisations applying for Sciencewise funding, seeking UKRI's advice and confirmation in boundary cases only;
2. To build the existing pipeline of 3-5 public dialogue projects per annum that meet the above aim, to a consistent 5-6 projects per year as an average over the four three years of the contract;
3. To identify and acquire contacts and opportunities within UKRI, whether in respect of individual Councils, Innovate UK and Research England, cross-Council work, or UKRI as a single organisation;
4. To increase the proportion of Sciencewise projects situated upstream of Government in the research, innovation and policy cycle, aiming for 50% of the total over the contract term;
5. To support three organisations who are eligible but have not previously worked with Sciencewise to commission public dialogue, over the contract term;
6. To maintain a broad balance of projects across the existing or any subsequent [priority themes](#) as an average through the contract term;
7. To maintain a broad balance of projects across the innovation, policy and regulation cycle, allowing Sciencewise-supported projects to inform strategy, agenda setting, research, policy, delivery and implementation;
8. To align with and, where viable, to amplify and support the aims of UKRI's public engagement strategy.

### 2.3 Communication Objectives for the Sciencewise programme

Communication (overall programme objective 3, above) is vital to project identification, project delivery and the impact and reputation of the programme (overall programme objectives 1, 2 and 3).

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The aim of Sciencewise's communications is to employ effective strategies for bringing a good return on expenditure in support of the programme aims.

The communications objectives are:

1. To support project commissioners to communicate and drive the impact of findings and learnings;
2. To ensure Sciencewise involvement in a project is prominent and visible in all outputs and media;
3. To communicate the evidence base to relevant sectors – both current project findings and from the archive;
4. To utilise and communicate evaluations as a form of learning and project summary;
5. To maintain an agile online and social media presence;
6. To support project identification by presenting the Sciencewise aim and offer concisely and clearly;
7. To establish a working relationship with UKRI Communications and alert them to risks and opportunities.



### 3. Background to the Requirement

#### 3.1 Sciencewise's focus over time – history and recent developments

The Sciencewise programme was founded in 2004 in order to support high quality public dialogue across Government and other public bodies. The programme has subsequently gone through several iterations, but the most significant for its scope, focus and aims has been its 2018 relocation to the then newly-formed UK Research and Innovation (UKRI), where it currently forms part of the portfolio of the UKRI-wide public engagement team.

UKRI is sponsored by Sciencewise's original home the Department for Science and Technology (DSIT), which was formerly the Department for Business (BIS) and the Department for Business, Energy and Industrial Strategy (BEIS). It remains important for Sciencewise to maintain and extend its established links with Government departments and agencies, in line with the programme's foundational aim of supporting and embedding public dialogue throughout the policy cycle. The move to UKRI, however, opened up new opportunities for Sciencewise to identify networks and opportunities for public dialogue in the relatively underdeveloped areas of research and innovation funding; and hence to support a greater number and variety of upstream, research-focused topics. Bringing public voice into the R&I sector in this way has become a leading focus and dominant activity of the programme.

Accordingly, the specification for the 2021-24 management contract sought to strengthen the programme in this area and in general to improve its project identification and dissemination work by such means as horizon scanning and social insight. This included two roundtables per year to convene expertise and identify potential topics, as well as a greater emphasis on clear communication, with a programme of work on a new communications strategy. Combined with a classification of dialogues into types such as 'anticipatory' and 'responsive', and with minimum numbers stipulated for these, these methods have proven successful in driving project identification in new areas. During this period Sciencewise has supported very upstream topics that help to set the research agenda, such as the [Future Flight](#)

dialogue with Innovate UK, and made new partnerships with commissioners who have never worked with Sciencewise before, including research consortia such as the [Human Developmental Biology Initiative](#). This is a promising development that the Supplier should encourage and on which they can build.

#### 3.2 Sciencewise 2024-2027 and beyond – changes, priorities and general approach

Overall for this requirement and management term the aim is to build on the progress already made and take it further.

- UKRI expects the Supplier to develop contacts and networks that deliver the core programme objectives outlined in section 2 and in particular facilitate project identification within the research councils and other upstream opportunities. Bidders are invited to submit ambitious, creative and thought-through proposals as to how they would maximise the identification and commissioning of impactful projects and communicate findings and learnings from the programme to new and influential audiences.
- Bidders can assume that the separate funding provided by UKRI to organisations that commission Sciencewise-supported projects will be at a level to allow an increase on the current average of 3-5 to an average of 5-6 public dialogues per year, The Supplier is expected to maintain and develop the pipeline to this end.
- Sciencewise has always required its projects to have meaningful impact: UKRI is looking to the Supplier to continue to develop ways to measure and increase this through proactive and potentially innovative project identification of topics and commissioners with major potential to set agendas and drive policy. For example, through the use of roundtables, social intelligence and other means of indicating Sciencewise's presence in a topic space and focusing sectoral intention on engagement possibilities. The Supplier in this iteration should continue to prioritise projects with the most potential for impact and encourage multiple organisations to partner with each other on topics of cross-cutting interest or relevance. It is equally important that the Supplier develop ways to measure and demonstrate that this impact is occurring (see below).
- The Supplier in this iteration is invited to consider more flexibility as to what kind of projects the programme supports. Sciencewise's aim is to add value to policy-making, regulatory and research funding activity by bringing public voice into decision-making around these in an impactful way: at times non-deliberative forms of engagement such as surveys or focus groups may be more possible or appropriate than public dialogue, or serve as precursor to dialogue. Similarly 'impact' may take several forms.
- The Supplier in this management term is expected, building on the current management's work on communications and analysis, to maintain and develop a strong focus on communicating the impacts, findings, and role of the programme. UKRI is looking for a proactive and imaginative approach to demonstrating the programme's value - this may include methods such as the collation and analysis of its archive; use of the independent evaluation reports; communicating the programme's offer accessibly and to new audiences; and/or responding rapidly and flexibly to the external environment (e.g. by drawing attention to relevant Sciencewise reports in response to current news stories). The website should be curated in terms of efficient use of resource combined with ease of access to useful or interesting information.
- There is more detail on what UKRI is looking for in section 5 (Requirement), where the work is divided into three packages. UKRI welcomes Bidders own suggestions as to by what means the objectives might be achieved and how to build on Sciencewise's recent momentum and direction in project identification, impactful work, and use of the archive to expand and communicate that impact.

### **3.3 Relationship with UKRI – changes and expectations**

In 2023 a decision was taken to give the programme management contractor greater autonomy and streamline the approvals process, enabling the programme to be more agile and flexible while releasing capacity within UKRI for longer-term strategic thinking.

#### 3.3.1 Relationship to UKRI: Overview

- The management budget for this contract term will support this relative autonomy through having scope for the development and production of e.g. events and outputs not specified in the Deliverables, to allow the Supplier to innovate in support of the objectives or react at speed to unforeseen opportunities.
- The Supplier may make and implement decisions without an approvals process (unless specified otherwise), so long as those decisions are in line with the objectives and deliverables.
- The Supplier is expected to keep UKRI informed. At present this is done through quarterly management meetings (QMMs) and shared documentation. The QMMs constitute a space for mutual reflection and deliberation, and UKRI may raise any concerns about the Supplier's decisions at these points. Any plans to change this arrangement should be agreed with UKRI.
- Deliverables will be linked to the objectives (see 'Deliverables' in section 6). Overall UKRI will examine success in the round – defined through the achievement of the objectives and direction of travel in the areas outlined in 3.2 above - rather than focusing on a specific minimum number of one type of project or event.

#### 3.3.2 Relationship to UKRI: specific roles and responsibilities

- It is the Supplier's role to carry out project identification and identify new contacts, networks, topics and opportunities. In addition, UKRI will supply contacts and suggestions as opportunity arises through its own internal and sector activity.
- UKRI is responsible for managing overall project budget and for the grant arrangements on each project. The Supplier is responsible for accurate financial reporting on its own contract and ensuring that UKRI is sighted on project costs that are in development and given early warning of any issues in project or programme finances.
- The Supplier will carry out project development and delivery. The current arrangement is that UKRI formally approves or rejects a) brief one-page proposals at a very early stage of development and b) full business cases for a Sciencewise project grant. Bidders may propose alternatives and alterations to process may also be made during the contract, once agreed with UKRI.
- As noted in 3.2 above, the Supplier will have greater autonomy than in earlier iterations to make decisions as to the best way to achieve the programme objectives and deliverables outcomes. With a few exceptions, and within the existing objectives, aim and Sciencewise Guiding Principles, the relationship is envisaged as one of discussion and keeping each party informed, rather than through an approvals process. UKRI will not, for instance, expect to comment or sign off on project reports in draft. The Supplier will be assessed against deliverables and in how effectively it has used its autonomy to deliver programme aims, i.e. in its reasoning for each decision and their observable effects.

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- The Supplier is expected to keep UKRI updated on a for-information basis through regular reports and sharing publications. At present, significant actions and progress against deliverables and objectives form part of the agenda for discussion with UKRI at quarterly management meetings: The Supplier may propose alternatives. Informal channels on Teams and by email will also be available. The Sciencewise programme manager is the lead point of contact within UKRI.
- UKRI will amplify Sciencewise activity on UKRI internal channels (e.g. newsletters) or for projects as appropriate. UKRI Public Engagement will support the Supplier in establishing a good working relationship with UKRI Communications teams.
- Sciencewise should reinforce the UKRI public engagement strategy where this overlaps with Sciencewise goals, but the Supplier's primary responsibility and priority is to carry out the programme objectives as specified in section 2.

### 4. Scope

Bidders are invited to submit costs for all 6 years.

The maximum budget is £400,000 + VAT per annum to enable the supplier

- (i) to carry out work appropriate to the project identification and communications objectives;
- (ii) to provide specialist support and quality assurance to more projects, with less UKRI involvement;
- (iii) to support commissioners with other forms of engagement where this meets the programme's objectives.

It is within scope for the Supplier to change programme elements (such as the existing Sciencewise priority themes) in order to better support the programme objectives. It is not within scope for the Supplier to alter the aim and objectives of the programme, which are determined by UKRI. UKRI may review and update these at times. During the contract, the Supplier may indicate to UKRI any perceived need to review or revise the Sciencewise Guiding Principles or current [Quality Framework](#), but cannot do so without UKRI approval.

UKRI recognises that demand fluctuates and that the eligibility criteria for Sciencewise funding – public bodies only, balance across priority themes, balance across the research and policy cycle, impact, value-add – are strict. Variations in demand that are likely to result in an underspend or overspend of the programme management budget should be highlighted to the public engagement team through the usual reporting channels at the earliest opportunity and a strategy agreed: however too many projects applying for support is preferable to too few.

## **5. Requirement**

UK Research and Innovation requires the Supplier to manage the Sciencewise public dialogue programme.

Within the milestones, history and guiding principles of the programme the Supplier will have considerable autonomy to make decisions. The Supplier is expected to use expertise in public dialogue methodology, project identification and communications in order to identify and develop ways in which to deliver the programme objectives as effectively and efficiently as possible.

UKRI invites bidders to explain their ideas for achieving the aim and objectives of the programme utilising this relative autonomy for creativity, agility and responsiveness within the scope and milestones specified here. To this end we have kept milestones and requirements to a minimum and focused more on outcomes than on means.

UKRI does however note that maintaining Sciencewise's reputation for excellence, transparency and reliability is a paramount consideration. Bidders should in particular explain how they will maintain quality assurance on projects in the absence of direct UKRI oversight and sign-off. They should explain their vision and strategy in regard to project evaluations, and submit an evaluation framework (see core requirement 'C' below).

### The Supplier

The Supplier is required to have expertise on all aspects of developing, designing and delivering deliberative public dialogue, so that they may support Sciencewise-funded commissioners and suppliers of public dialogue projects on best practice. They should be able to discuss and evaluate the evidence or trade-offs with respect to innovation, disagreement or alternatives within this space, for example online versus face-to-face engagement.

The Supplier should also have the flexibility and expertise to support other methods of bringing in public voice and advise on which method is best suited to which purpose and context.

Excellent contacts and networks throughout the public engagement (PE), policy, regulatory and R&I sectors, and an effective strategy to develop and extend these, are crucial. The Supplier should also have the capacity to identify emerging and future topics in research and innovation and an awareness of political and ethical contexts.

### Core Requirement – Key Areas

The principal areas of the core requirement can be roughly grouped into:

- A. Project identification including developing contacts and networks; using communications, events and evidence to increase awareness of the programme;
- B. Supporting organisations on project development and delivery of public dialogues, and potentially other forms of public participation in decision making around policy, regulation and research;
- C. Overseeing and supporting the evaluative aspects of the programme;
- D. Contract and budget management and reporting to UKRI, including regular updates on programme activity and scheduling and opportunities for discussion with UKRI (e.g. meetings);
- E. Supporting and amplifying the communication and dissemination of projects and programme findings, including an annual event.;
- F. Engaging in ongoing efforts to maintain and strengthen the aim, reputation, impact, and reach of the programme.

These are described in more detail here.

- A. The Supplier will be expected to carry out proactive project identification, including developing and sustaining contacts and networks in the research and policy sectors, and utilising events, evidence and communications to drive awareness of the programme and its uses. They will need to be aware of emerging or critical issues in policy and research with societal or ethical significance across science, technology, the social sciences and the humanities. The Supplier will need to be well placed to identify teams, projects and topics with dialogue potential and engage with potential commissioners on the relevance of dialogue. In 2024-27 the programme is expected to support the commissioning of 3-5 public dialogue projects per year, rising to a regular 5-6 starts per year by at least the final three years of the term. The Supplier will need to know and apply the programme funding criteria and current priority themes.
- B. The Supplier will provide the commissioner of the dialogue project with specialist support through development of the topic to business case and ITT project documentation; and throughout the project delivery from the inception meeting with the project contractor to publication of the final report, dissemination of the findings and learnings. Such support should:
  - assist the commissioner to accomplish the project's objectives;
  - assure quality in methodology, analysis and writing;
  - apply the Sciencewise Guiding Principles.

Specialist support may also be provided for project development and delivery in other forms of engagement; and advice may also be given to eligible organisations for which Sciencewise funding is not sought.

At every stage the Supplier is expected to act with regard to dialogic and engagement best practice, transparency, project objectives and impact in ways that maintain and strengthen Sciencewise's reputation for 'gold standard' projects.

## DPS Schedule 6 (Order Form Template and Order Schedules)

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- C. The Supplier is expected to work with the commissioner to ensure that skilled, rigorous and independent evaluation is in place, e.g. by maintaining and developing contacts with potential and previous evaluation suppliers; and to oversee the evaluation of each project (without compromising the project evaluator's independence). Evaluation reports should be useful and accessible to public engagement specialists and commissioners, enabling them to be used for project identification and awareness raising as well as providing specific learning for commissioners and public engagement professionals. The Supplier should submit an evaluation framework for projects and for evaluation reporting in support of these aims.
- D. UKRI approval is currently required at specific points in the project cycle, chiefly at initial proposal and business case stages. The Supplier has flexibility at other times to seek UKRI assistance or support at their discretion, and is expected to keep UKRI informed of risks, opportunities and events or learning that may align with UKRI's broader strategic goals as defined in the UKRI Public Engagement Strategy. The Supplier is expected to report to UKRI their activities, plans, and performance against milestones described in section 6. For more on the relationship between UKRI and the supplier, see section 3.3.
- E. The Supplier is expected to communicate dialogue findings effectively, in line with commissioner aims and working with commissioner communication teams. The Supplier is also required to collate, analyse, and communicate relevant learning from the growing Sciencewise archive and other reports to the overall benefit, reputation and impact of the programme. The Supplier on behalf of Sciencewise should maintain a presence on appropriate social media platforms and maintain or improve the Sciencewise website to ensure it is easy to navigate and provides accessible, useful and interesting information. The supplier will maintain working links with UKRI Comms and PE teams, and should have a good situational awareness of political, ethical and media contexts. The Supplier is expected use events and communications to bring a wider awareness of the programme and communicate its findings We specify at least one event per year: suppliers are invited to suggest ideas for this and describe overall communications strategy in as much detail as possible.
- F. The Supplier is expected to ensure projects and programme adhere to the Sciencewise Guiding Principles and current Quality Framework. In addition the Supplier should at all times strive to maintain and where possible strengthen the reputation, reach and impact of the programme, while remaining in accordance with its aims, governing principles, and deliverables. This may include development of new ideas and approaches to any of the above, or carrying out additional analysis or events to maximise the programme's impact and reach and make full use of its archive. Suggestions for revisions to relatively consistent elements of the programme, such as objectives, funding criteria, the current Quality Framework or the Sciencewise Principles, should be submitted to UKRI. The Supplier should balance innovation and agility with the need to maintain the reliability and reputation of the programme.

These six areas are collected into three work packages for the purposes of milestones and deliverables.

- Work package 1: Project identification, development and delivery (areas A, B, C)
- Work package 2: Contract management and reporting (D)
- Work package 3: Communications, dissemination, learning, programme publications and events (E,F).

## **6. Milestones and deliverables**

- The Supplier is expected to produce outputs and events each year in support of work packages 1 and 3, for example but not necessarily: roundtables, analysis reports, webinars;
- Reporting to UKRI as agreed at start of contract, including submission of timely and accurate invoices.
- At the end of the contract, the Supplier is expected to provide handover support to the next supplier during the final four weeks of the existing contract.

### Work Package 1 (project identification, development and delivery). Key Areas A, B, C.

- Project identification: For the first two years of the contract UKRI expects a minimum of 3-5 new Sciencewise projects per annum rising to 5-6 per annum as an average over the last four years of the contract period. (The number of projects in a year refers to starts within a single twelve-month period).
- Project identification: UKRI anticipates that the proportion of Sciencewise-supported projects coming from the R&I sector or otherwise positioned ‘upstream’ of Government policy will increase over the course of the contract term. By the last three years of the contract term, and preferably before, this proportion should be at least 50% (over any 2-year average).
- Project identification: at least 3 projects over the contract term from a commissioning body that has not previously partnered with Sciencewise.
- Project identification: proactive activity directed at:
  - strengthening the pipeline, particularly on upstream and/or high-impact topics (e.g. projects with cross-department commissioners, potential for high impact or agenda-setting evidence, methodological scope for participants to set agenda/questions);
  - development of contacts and projects in the Councils. This may include 1-2-1 meetings or phone calls, personalised emails, presentations or events and may include roundtables or other longer-term project identification methods as the contractor judges most effective and as discussed with UKRI in the quarterly management meetings.
- Project development: UKRI expects that each potential project will, at appropriate stages to be agreed with UKRI, be submitted to UKRI for approval;
- Project development: provide quality assurance up to and including business case;
- Project delivery: specialist support of commissioners through procurement processes (including routes to market, frameworks and ITT drafting) from an engagement perspective, e.g. on timeframes, drawing on any programme and individual experience in previous relevant procurements;
- Project delivery: expert review of supplier bids from a public engagement perspective in support of the commissioner;
- Project delivery: specialist support throughout to the commissioner of the project; and ensuring quality assurance in design, governance, facilitation and reporting in accordance with the Sciencewise Guiding Principles, current Quality Framework and programme objectives;
- Project delivery: Oversight of evaluation throughout the delivery of a project.

### WP2 (programme management). Key area D

- Contract and budget management;



- Production and regular review, refreshing where necessary, of programme processes, guidance and criteria (e.g. the quality framework, the evaluation framework, guidance to commissioners, etc.);
- Regular updating of the UKRI public engagement team; regular meetings (form and frequency to be agreed) with UKRI, including developing and agreeing the agenda with UKRI, preparation of papers, minuting.

Work Package 3 ( Communications, dissemination, learning, programme publications and events). Key areas E,F

- Proactive and opportunistic communications on projects, programme, evidence base and other learning through social media, blogs, webinars, commissioned or internal reports and research, according to the contractor's best judgement.
- A regular event or events to share learnings and raise awareness of the programme. At a minimum, an annual event.
- A plan for the website that maximises value for money and time.

## **7. Break clause**

UKRI reserve the right to review the milestone achievements at the end of year 1 and year 3 and terminate the contract in the event of non-achievement or unsatisfactory performance.

In the event of contract termination any work in progress shall be allowed to be concluded with compensation provided accordingly. However, upon completion of said work, no further financial costs or obligations shall remain binding on UKRI.