



**First-tier Tribunal
General Regulatory Chamber
Information Rights**

Appeal Reference: EA/2018/0262

Between

EMMANUEL FREUDENTHAL

Appellant

and

INFORMATION COMMISSIONER

Respondent

and

PUBLIC HEALTH ENGLAND

Second Respondent

CASE MANAGEMENT DIRECTIONS

Background

1. This appeal was listed for a paper consideration. These Directions are made following an initial paper consideration of this appeal by the Tribunal on 9 September 2019.
2. Having considered the bundles and submissions provided for the appeal, the Tribunal decided that it did not have sufficient information to reach a fair and reasoned decision. The Tribunal therefore makes the Directions set out below, and will meet again to finalise its decision once these Directions have been complied with.
3. The issues for these proceedings were set out in the Case Management Directions of the Registrar dated 1 March 2019 as follows:
 - a. Whether Public Health England ("PHE") at the time of the request held any further information in the scope of request 13.
 - b. Whether the Decision Notice was correct to find that, for any information held, PHE were entitled to rely on section 24(1) and/or section 40(2) to withhold information within the scope of request 13.
 - c. Whether PHE at the time of the request held any further information in the scope of request 18.

- d. Whether the Decision Notice was correct to find that, for any information held, PHE were entitled to rely on section 24(1) and/or section 40(2) to withhold information within the scope of request 18.

4. Request 13 was: *“What were the companies contracted to ship, store and/or transport the samples? Please send all the contracts with the companies contracted to transport, store and/or to transport ebola samples.”* In relation to request 13, PHE maintains that it does not have knowledge of contracts detailing how samples were transported to their laboratories or stored prior to arrival in the UK. PHE told the Information Commissioner during her investigation that they had discussions with expert scientific staff involved in custodianship, transfer and storage of the samples, and staff involved in record keeping. They had searched PHE’s servers and individual staff emails. In light of PHE’s continuing position that it does not hold information and its explanation about searches undertaken, the Tribunal does not issue any further Directions in relation to request 13.

5. Request 18 was: *“How were samples transported from the affected countries to the UK? Please send us the contract/agreements between PHE and the transport companies.”* The appellant’s appeal primarily focusses on this information. PHE initially said that no information was held, but now seeks to rely on section 24(1) and/or section 40(2) to withhold information within the scope of the request. Related information provided by PHE (that samples were transported by the RAF and then by a licensed dangerous goods courier service) also indicates that some contracts or other written agreements are likely to be held (the “Disputed Information”). However, the Tribunal does not know the extent of the Disputed Information and has not seen any of it. PHE has not explained how the exemptions claimed apply specifically to the Disputed Information, or whether it is possible to release a redacted version of the information if the exemptions do apply (e.g. a contract in which names and addresses are redacted).

Directions

6. The Directions set out below are designed to assist the Tribunal with (a) the extent of the searches carried out by PHE for information held in relation to request 18, and (b) how the exemptions claimed apply to the Disputed Information.

7. By **Monday 7 October 2019** PHE is to provide the Tribunal with a response to the following questions specifically in relation to **request 18** (copied to the other parties):

- a. If the information were held would it be held as manual or electronic records?
- b. What searches were carried out for information falling within the scope of request 18 and why would these searches have been likely to retrieve any relevant information?
- c. In relation to searches of electronic data, which search terms were used, and what time frames were searched? Did the search include information held locally on personal computers used by key officials (including laptop computers) and on networked resources and emails?

- d. Was any recorded information ever held relevant to the scope of request 18 but deleted/destroyed? If so, when did PHE cease to retain this information and does it have a record of the document's destruction?
- e. What does PHE's formal records management policy say about the retention and deletion of records of this type? If there is no relevant policy, can PHE describe the way in which it has handled comparable records of a similar age?
- f. If the information is electronic data which has been deleted, might copies have been made and held in other locations?
- g. Is there a business purpose for which the information requested in request 18 should be held? If so what is this purpose?
- h. Are there any statutory requirements upon PHE to retain the information requested in request 18?

8. By **Monday 7 October 2019** PHE is to provide the Tribunal with the following information (copied to the Information Commissioner and, unless closed information or closed submissions, to the appellant):

- a. Copies of the Disputed Information which PHE says is covered by the exemptions in section 24(1) and/or section 40(2). This can be provided on a closed basis as set out below.
- b. A full explanation as to why PHE says this information should not be released to the appellant, with specific reference to the content of the Disputed Information. In relation to section 24(1), PHE is to explain how the exemption is required for the purposes of safeguarding national security, and why they say this outweighs the public interest in disclosure. In relation to section 40(2), PHE is to explain what they say is personal data, and why disclosure would not be fair and lawful processing of that data. In both cases, PHE are to explain why the exemption relied on requires the entire document to be withheld.
- c. Any additional open or closed submissions that PHE wishes to put forward in relation to request 18.

9. By **Monday 20 October 2019** the appellant and the Information Commissioner are to provide any final submissions to the Tribunal (copied to the other parties).

Prevention of disclosure – Disputed Information

10. The Disputed Information will be held, pursuant to rule 14(6), on the basis that it will not be disclosed to anyone except the Tribunal, the Information Commissioner and PHE. To do otherwise would defeat the purpose of the proceedings.

Signed: Hazel Oliver
 Judge of the First-tier Tribunal
 Date: 13 September 2019

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PHE Sample Transfer Communications Plan - June 2015

Objective

Ensure a joined-up cross government communications approach in the event of any external media interest in the transfer of these Ebola samples, prior to them arriving at PHE [REDACTED].

Background

A project group including PHE, MOD, DFID and FCO are coordinating the transportation of several thousand Ebola samples from Sierra Leone to the PHE [REDACTED] facility in the UK.

75% of samples held within the three laboratories in Sierra Leone will travel on a C-17 military transport airplane on 19 June.

Given ongoing media interest in the Ebola outbreak, any public discussion of the transfer of these samples could garner significant media interest.

Proposed communications strategy

Proactive communications prior to the successful transfer of the samples is not recommended due to security sensitivities.

A reactive statement and Q&A has been prepared by PHE comms in the event that this information gets into the public domain prior to arrival of the samples at PHE [REDACTED].

After samples have arrived safely, issue of proactive communications should be revisited to assess if there is an appropriate opportunity to promote the public health value of research utilising these samples, possibly via a news item on the gov.uk website. It will also be important to alert the public to the storage of these samples so it does not come as a surprise when revealed at a later date.

PHE comms will request that DFID/FCO comms discuss this plan with relevant colleagues in country to check they are happy with this approach and whether they have any plans to communicate the transfer/storage of samples themselves.

Risks and mitigation

Risk:

There are increased security risks as a result of publicity surrounding the arrival of the samples in to the UK and their subsequent movement / destination prior to arrival at [REDACTED].

Mitigation:

PHE will not confirm details of the mode of transport, either between Sierra Leone and the UK or between the port of entry and [REDACTED], unless absolutely necessary. Should detailed information get into the public domain about the mode of transport, additional security measures will be considered.

Reactive communications

Media will be monitored. In the event of any media interest about the transfer of these samples, the reactive statement below will be issued, in consultation with other government departments and Local Authorities (if appropriate).



REACTIVE PHE STATEMENT:

Professor Paul Cosford, PHE's director for health protection and medical director, said: "Public Health England will be taking receipt of samples to support important future research into the Ebola virus. We have robust, well-tested security for dealing with highly infectious samples, and all appropriate precautions will be taken during transportation and storage by our specially trained staff. For security reasons, we cannot give any further detail on the transfer process."

Q&A – for reactive use only

How many samples will be brought into the UK?

Between 10,000 and 12,000 samples are being brought to the UK.

Why are you bringing Ebola virus samples into the UK?

This epidemic has claimed the lives of thousands of people. These samples will provide a unique opportunity to inform PHE research into Ebola diagnostics, vaccination and treatment, important in preventing another Ebola epidemic of this scale

How will these viruses be transferred?

They will travel on a military airplane to the UK, and will then be transferred to secure laboratory facilities. PHE has robust, well-tested protocols for the transport of pathogens in the UK, which will be followed here.

Where will these samples be stored?

The samples will be stored in secure laboratory facilities at PHE's [REDACTED] laboratory. This facility is fully equipped to house Ebola and other pathogen samples, and all necessary security protocols will be followed.

How will you guarantee public safety?

Robust safety procedures will be followed by specially trained staff, and all appropriate steps will be taken to ensure safe and secure transport both en route and within the UK.

Why are only 75% of the samples coming to the UK?

Keeping 25% of the samples in Sierra Leone encourages improvements in capacity and capability within Sierra Leone.

What if the plane crashes?

The military have appropriate experience of sensitive activities and a plane has never crashed before. The samples will be securely packaged.

Will the people flying the aircraft get Ebola?

The packaging used has been specially designed for such journeys and incorporates a number of layers and safety measures to prevent the samples coming in to contact with people. Additionally, there will be suitable Personal Protective Equipment and emergency arrangements in place throughout the journey.



Public Health
England

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It should also be noted that the virus is not airborne and is only transmitted by direct contact with the blood or body fluids (such as diarrhoea or vomit) of an infected person who has symptoms.

How long will the process of transfer take?

The total travel time will be approximately [REDACTED].

Action

Project partners are asked to note, comment and endorse the comms strategy outlined above. A copy will be shared with the communications teams within your organisations.

More information

PHE Ebola communications team – [REDACTED]

[REDACTED] [@phe.gov.uk](mailto:[REDACTED]@phe.gov.uk)

[REDACTED] [@phe.gov.uk](mailto:[REDACTED]@phe.gov.uk)

[REDACTED] [@phe.gov.uk](mailto:[REDACTED]@phe.gov.uk)

Public Health England
UK Ebola Diagnostic Laboratories
STANDARD OPERATING PROCEDURE

Packaging of samples for transportation to PHE [REDACTED]

SOP No.	[REDACTED]	Version number	3
Effective date	08/Jun/2015	Review date	
Author	[REDACTED]		
Authoriser 1		Authoriser 2	

SUMMARY

This document relates to the packaging of samples, in 10x10 cryoboxes, for transportation to PHE [REDACTED]. It describes the process that MUST be followed to ensure that the packaging system complies with International Air Transportation Association (IATA) guidelines. Failure to follow this protocol may result in refusal of a carrier to move the samples.

The packaging consists of:

- a) Primary sample tube: sarstedt o-ringed tube.
- b) 100 primary tubes racked in a 10x10 cryo-storage box (cryobox).
- c) Cryobox double bagged (swan necked and cable tied). This is classed as the primary container for packaging purposes.
- d) The bagged cryobox is wrapped in absorbent material and cushioning material and placed in a Pathopouch. This is the secondary container for packaging purposes.
- e) The Pathopouch is placed in a Pathoshield box. This is the tertiary container for packaging purposes.
- f) Two Pathoshield boxes are placed in one [REDACTED]. This is classed as an over pack for packaging purposes.

SAFETY

All staff should be familiar with Risk Assessment [REDACTED] 'PHE Ebola deployment - laboratory work in field labs' and have undertaken specific training before deployment (from PHE and responsible NGO) and in-country.

All staff involved with transporting samples from Sierra Leone must have read and understood Risk Assessment [REDACTED] Transport of Clinical Samples from Sierra Leone.

1.0 CROSS REFERENCES

None

2.0 TRAINING

All staff should have undertaken specific training before deployment (from PHE and the responsible NGO) and additional training in-country before carrying out this procedure.

3.0 REQUISITES and REAGENTS

- Samples stored in o-ringed sarstedt tubes within 10x10 rigid plastic boxes. Whole assembly double bagged, swan necked and cable tied.
- Samples must already be frozen.
- Sufficient Pathopouches (one Pathopouch per cryobox plus some spares)
- Absorbent material to surround cryoboxes (Intelsius AB001, 2 pieces per cryobox [each piece is capable of absorbing 50mL of liquid]).
- Sufficient Pathoshield boxes (one assembled and labelled Pathoshield box per cryobox). All must be labelled with IATA 'Infectious Substance' and 'UN2814' labels
- [REDACTED] inserts **MUST be pre-conditioned in advance ie frozen at [REDACTED]°C for at least 24 hours. The cooling property of the [REDACTED] inserts depends upon a phase change in the substrate inside the insert. Freezing the insert at -20°C will not achieve this phase change, it will only occur at ultra-low temperatures.**
- Allow one [REDACTED] for every two Pathoshield boxes.
- A supply of security/tamper evident seals.
- Only begin the procedure when all of the above and transport vehicles are available. Once started the procedure MUST be completed without delay.

4.0 GENERAL HANDLING REQUIREMENTS

4.1 Ensure the Pathoshield boxes are assembled and have the correct IATA labelling – see section 5.1.1

4.2 To avoid the possibility of samples defrosting only package two cryoboxes at one time before placing them in a [REDACTED]. Large VWR ice packs may be available to assist with this.

4.3 Packing of cryoboxes into Pathoshield boxes to be undertaken in a laboratory area.

4.4 Packing of Pathoshield boxes in to [REDACTED] to be undertaken in a separate clean holding area of the laboratory (ie [REDACTED] does not enter the main laboratory).

4.5 On the day of sample transfer the [REDACTED] will have to be IATA labelled as they are required. See section 5.1.2

4.6 [REDACTED] inserts MUST be pre-conditioned in advance ie frozen at [REDACTED] °C for at least 24 hours. The cooling property of the [REDACTED] inserts depends upon a phase change in the substrate inside the insert. Freezing the insert at -20°C will not achieve this phase change, it will only occur at ultra-low temperatures.

5.0 PROCEDURE

5.1 Advanced preparation of boxes

5.1.1 Pathoshield boxes can be IATA labelled in advance of sample packaging.

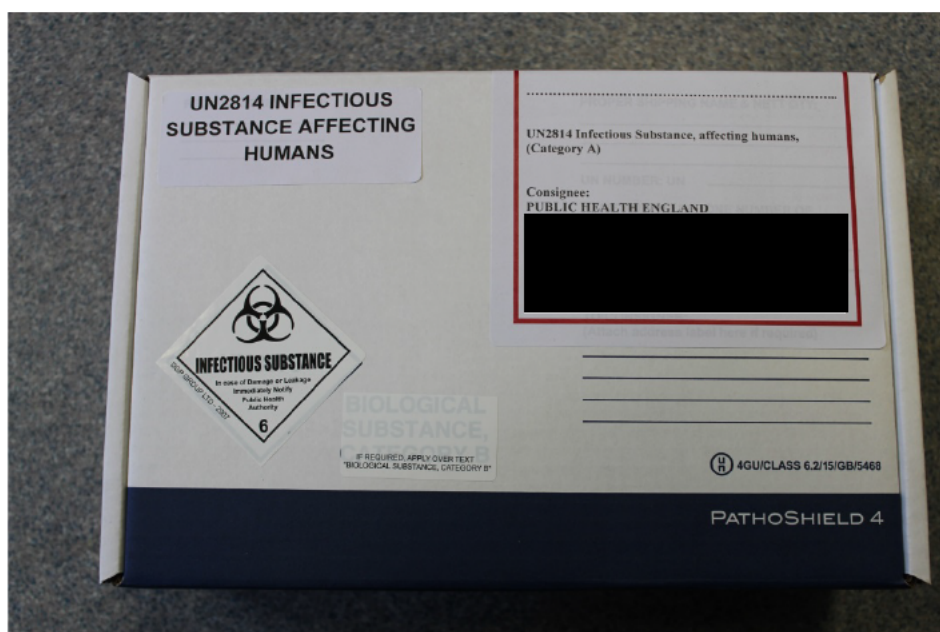
5.1.1.1 Assemble the flat packed Pathoshield box(es).

5.1.1.2 Gather the appropriate labels – see photograph for requirements for one box:



Pathoshield box plus consignee/consignor address label, Infectious Substance diamond and UN2814 label

5.1.1.3 Attach the labels as per the following photograph:



N.B. The 'Biological Substance' printing on the box **MUST** be covered with the supplied sticker.

\$GU/CLASS6.2/**/GB/5468 must **NOT** be covered over.

5.1.2 Labelling of [REDACTED].

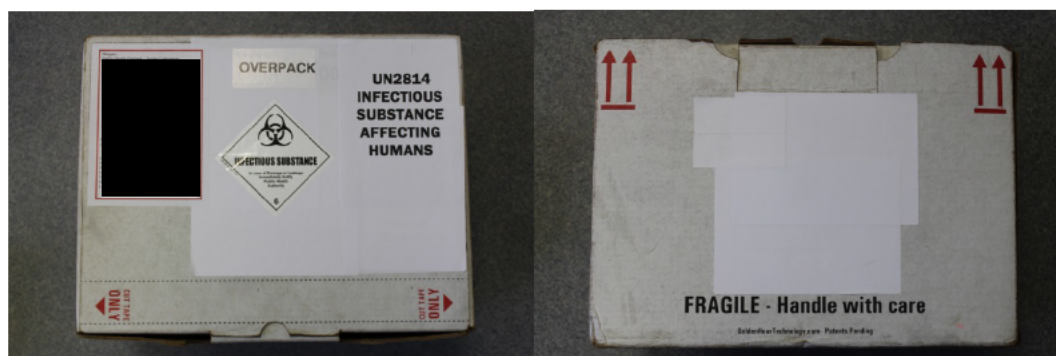
The military [REDACTED] will have medical supplies type labelling. This must be covered with blank white sticky labels to completely obscure any writing or red crosses. At least two layers of white labelling will be required. Apply IATA labels. See before and after photographs below:

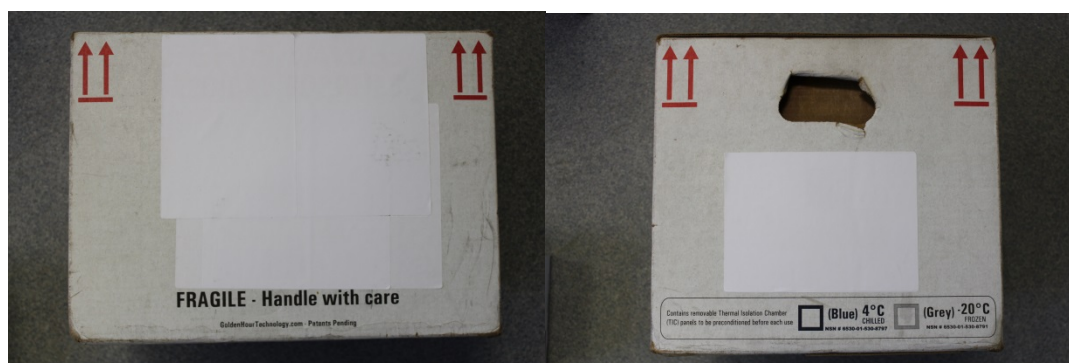


Before: Top and front views of military [REDACTED] showing the 'PERISHABLE MEDICAL SUPPLIES' and red crosses which must be covered. The orientation arrows must remain visible.



Before: Side and rear views of military [REDACTED] showing the 'PERISHABLE MEDICAL SUPPLIES' and red crosses which must be covered. The orientation arrows must remain visible.





After: Top, front, rear and side views of UATA labelled [REDACTED]

N.B. The IATA labels on the [REDACTED] are larger than those on the Pathoshield box and also include an 'OVERPACK' label.

5.2 Packing of Pathoshield box.

5.2.1 Gather the requisites for packing a cryobox in to a Pathoshield box. See photograph. The six bay absorbent strip supplied as part of the Pathoshield system is NOT required.



Requisites for packing one double-bagged cryobox in to a Pathoshield box: 2 x absorbent material, 2 x Kimtech cloth, Pathopouch, security seal (and one IATA labelled Pathoshield box – not shown)

5.2.2 Using a permanent marker pen write the package reference number on both sides of the Pathopouch (eg for Kerry Town – KT1A, KT1B...KT29A, KT29B, Makeni – M1A, M1B...M14A, M14B, Port Loko – PL1A, PL1B...PL17A, PL17B, etc). See Appendix 2.

5.2.3 Complete the Package Contents Form (Appendix 1).

5.2.3 Place one piece of absorbent sheet on top of the double-bagged cryobox and place a second absorbent below the cryobox. Further wrap the cryobox in 2 X Kimtech cloths to provide cushioning for the cryobox.

5.2.4 Place double-bagged, wrapped cryobox inside Pathopouch.

- a. Ensure air is expelled from Pathopouch taking care NOT to squash the double-bagged system.
- b. Seal Pathopouch using the adhesive strip.
- c. Ensure corners of Pathopouch are pinched to ensure a complete seal..



Pathopouch corners must be pinched to ensure seal.

- d. Place the completed Package Contents Form inside the pocket on the outside of the Pathopouch.

Package Contents Form

Reference Eg KT1, M1, PL1, etc	A or B	Sample numbers		Signed:	Date:
		From:	To:		
KT1	A	1	99	[Redacted]	14/04/15

Comments (Sign & date):
[Signature]

5.2.5 Any double bagged cryobox which is too big to readily fit into a Pathopouch **MUST** not be forced into the pouch. It **MUST** be left behind and remain in storage in Sierra Leone laboratory.

- a) Make a note on the Sample Transfer Record that the cryobox was not shipped (sign and date the record)

5.2.6 Carefully place the sealed Pathopouch into a Pathoshield box (take care not to squash the Pathopouch)

- a. Close box
- b. Apply security seal (tamper evident seal) across the closure as shown below.
- c. Write the package reference number on the Pathoshield box (eg KT1A, etc)
- c. Check all IATA labels are in place.



When placing the Pathopouch inside the Pathoshield box take care not to squash the Pathopouch.



Security seal applied to the Pathoshield box closure

5.2.7 Repeat with a second cryobox/Pathoshield system.

5.2.8 Open [REDACTED] outer lid, remove insulating layer and cryogenic layer. Place the two prepared Pathoshield boxes inside [REDACTED]. Keeping the time the [REDACTED] is open to a minimum. Additional small VWR freezer packs can be included in the [REDACTED] if available.

5.2.9 Replace cryogenic lid in [REDACTED] (N.B. It has the uppermost surface marked). Replace insulating lid in [REDACTED] (N.B. It has the uppermost surface marked). Close [REDACTED].

5.2.10 Apply security seal across [REDACTED] closure and clear tape across lid of [REDACTED] (ensuring clear tape covers the security seal).



5.2.11 Repeat with further cryoboxes as required.

5.2.12 Complete, sign and date the Sample Transfer Record (appendix 2).

5.2.13 Photograph the completed Sample Transfer Record and pass the original document to the PHE staff member accompanying the shipment to the UK. This document is to stay with the shipment throughout the journey.

5.2.14 Send the photograph by SMS or email to PHE [REDACTED] [REDACTED] and [REDACTED] and request confirmation of receipt of data.

5.2.15 Completed [REDACTED] can then be transferred for transit to the UK

5.2.16 One role of Security Seals and a pack of Cargo labels must travel with the [REDACTED] consignment.

5.2.17 [REDACTED] must be accompanied by MOU,MTA, PHE Emergency Procedure, Shippers Declaration and MSDS in addition to the Sample Transfer Record.

6.0 INTERPRETATION OF RESULTS

Not applicable

7.0 ASSAY LIMITATIONS

Not applicable

8.0 RESPONSIBILITIES

All EDL-trained staff or new EDL-staff undergoing training must adhere to this SOP. All PHE staff involved with the transportation of samples from Sierra Leone to PHE [REDACTED] should have read and understood the process. Any proposed deviation from stated protocols should be discussed with the team lead who will determine the necessary action. Any change from stated protocols should be recorded and justified by the team leader.

9.0 APPENDICES

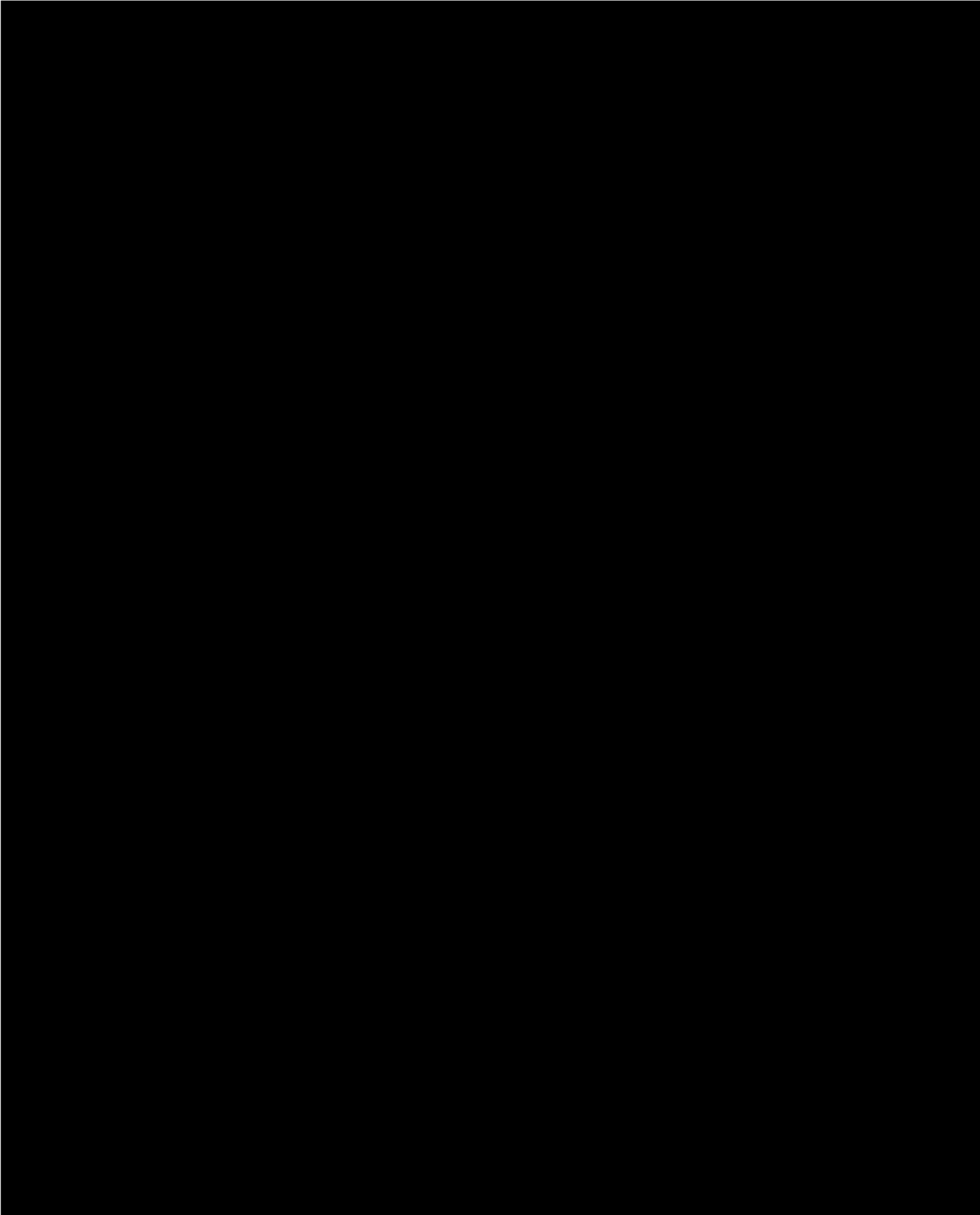
9.1 Appendix 1

Package Contents Form

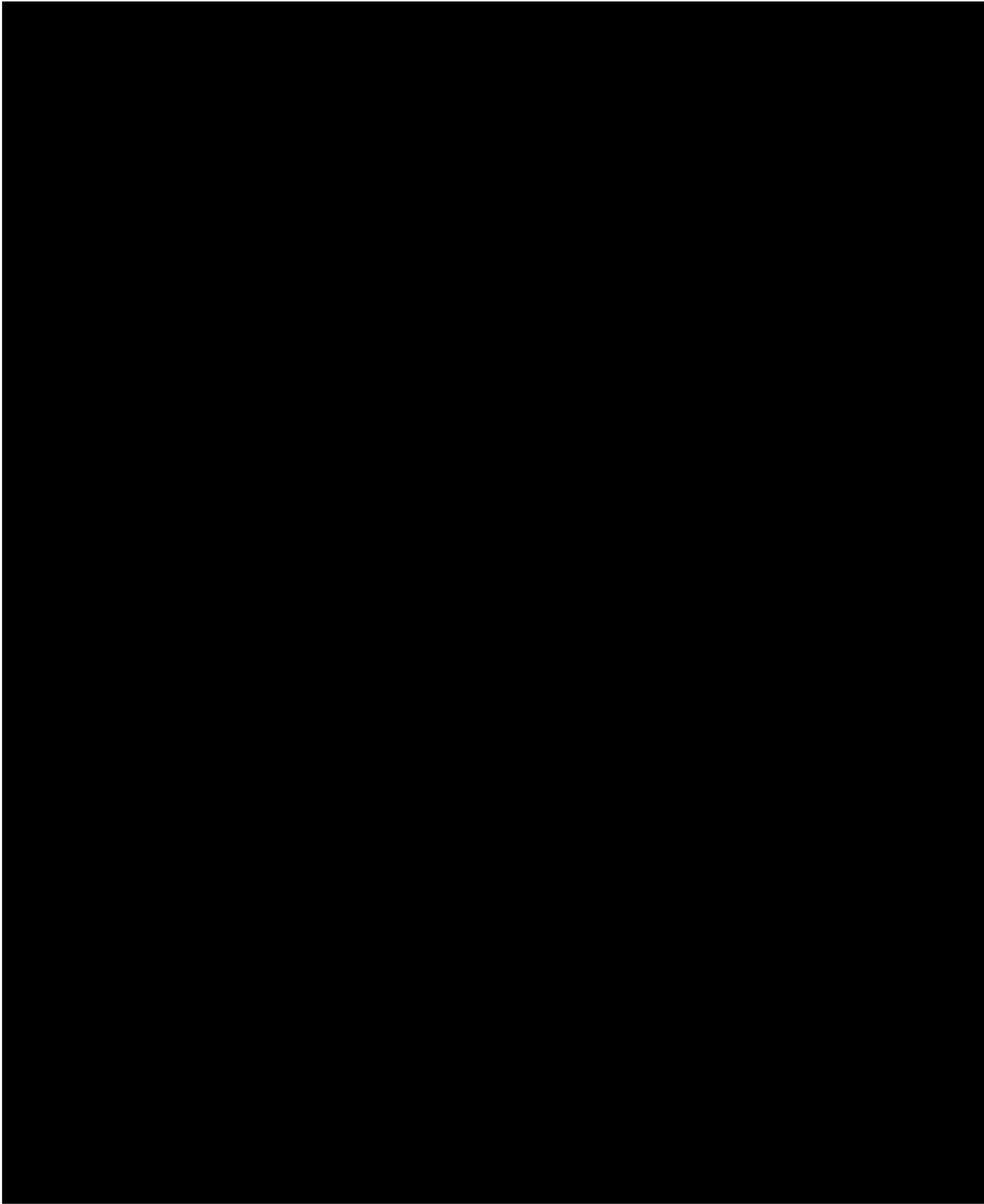
Reference	A or B	Sample numbers		Signed:	Date:
Eg KT1, M1, PL1, etc		From:	To:		

Comments (Sign & date):

9.2 Appendix 2

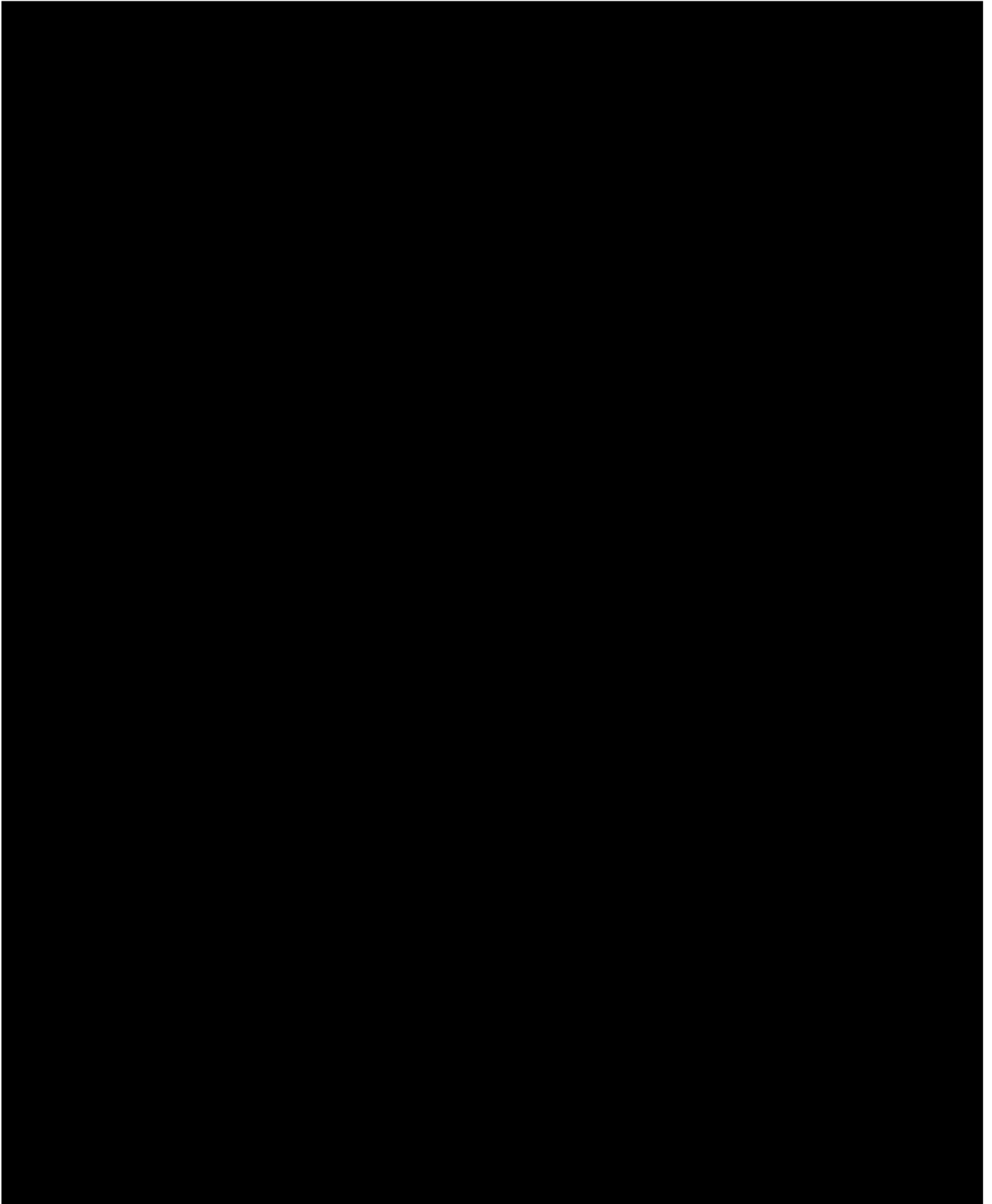


9.2 Appendix 2



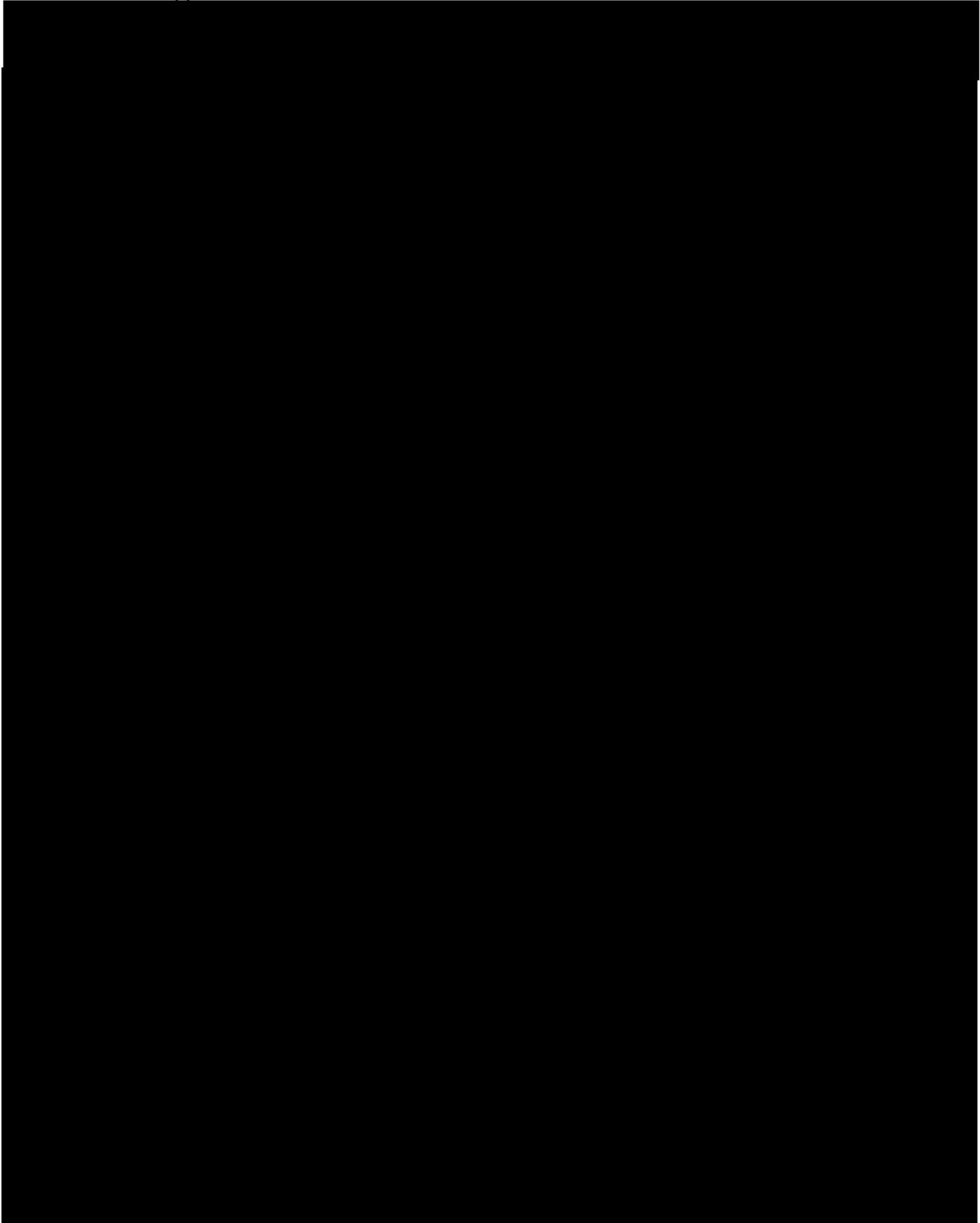
Official - Sensitive

Sierra Leone to UK

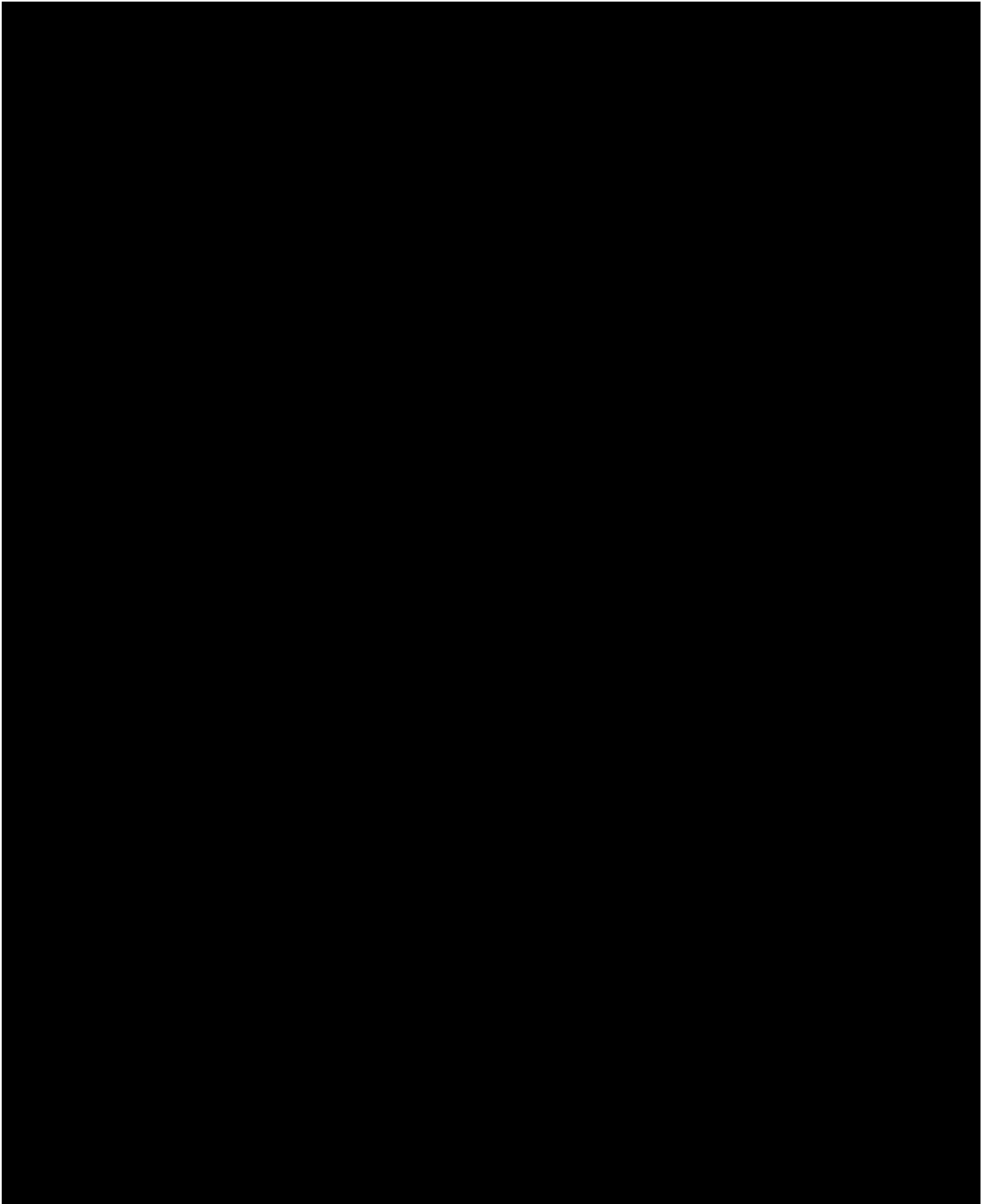


Official - Sensitive

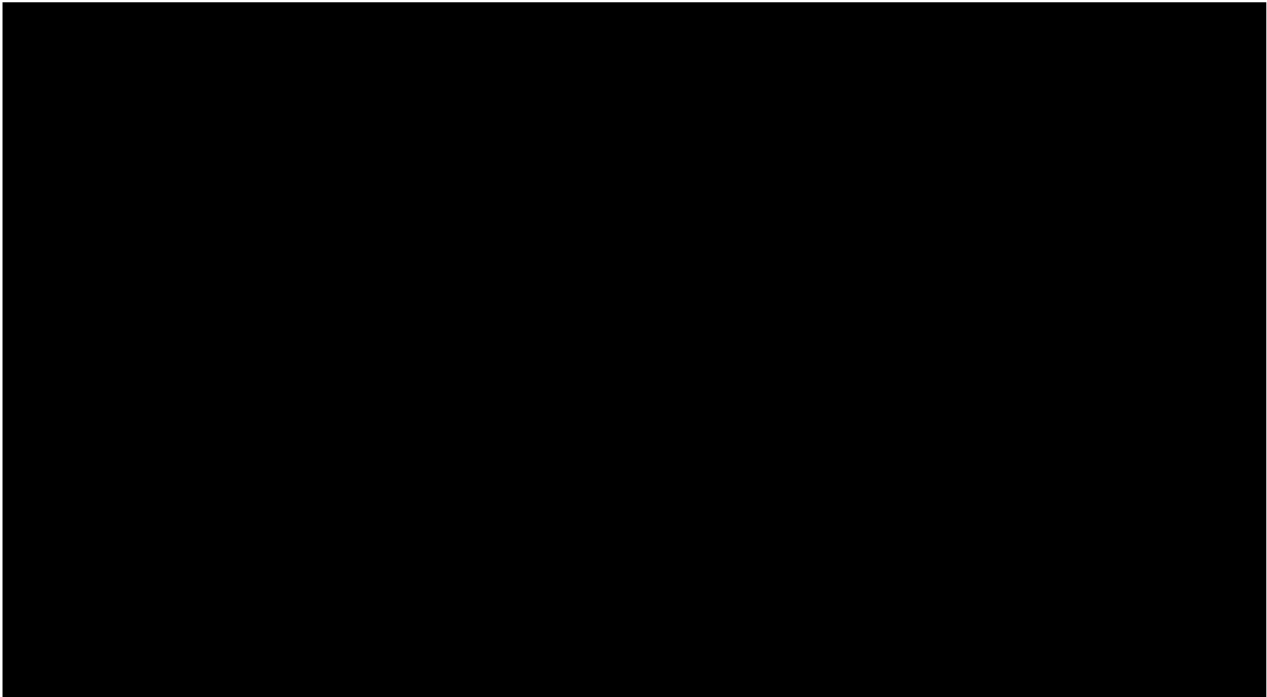
9.2 Appendix 2



9.2 Appendix 2



Official - Sensitive



Official - Sensitive

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PHE sample transfer project documentation meeting notes

9th June 2015

Present: [REDACTED] (PHE), [REDACTED] (PHE), [REDACTED] (PHE), [REDACTED] (MOD), [REDACTED] (MOD), [REDACTED]

CC [REDACTED] (PHE), [REDACTED] (PHE), [REDACTED] (PHE), [REDACTED] (PHE), [REDACTED] (MOD), [REDACTED] (PHE), [REDACTED] (PHE), [REDACTED] (PHE), [REDACTED] (MOD), [REDACTED] (MOD)

From: [REDACTED]

Date: 9th June 2015

Sierra Leone

Documentation – required prior to transport date

Document	Requirement	Actions
1380 (Airway bill)	Access to C17	MOD in SL will generate using PHE data and circulate to relevant parties (who?) 48 hours prior to shipment – Yes – need recipient details.
569 (Dangerous Goods Note)	Access to C17	MOD in SL will generate using PHE data and circulate to relevant parties (who?) 48 hours prior to shipment. A copy will be emailed to [REDACTED]. Yes – need recipient details.
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
MSDS (Material safety Data Sheet)	Back-up as probably not required by customs	Complete. [REDACTED], please can you ensure [REDACTED] has a copy
MTA (Material Transfer Agreement)	Back-up as probably not required by customs	Complete. [REDACTED], please can you ensure [REDACTED] has a copy
MOU (Memorandum of Understanding)	Back-up as probably not required by customs	Complete. [REDACTED], please can you ensure [REDACTED] has a copy

PHE have consolidated the samples at Port Loko. PHE personnel will condition the [REDACTED] at least 24 hours prior to shipment date. On the 19th June 2015 at 07:40 PHE personnel will begin to pack the samples. A maximum of 60 [REDACTED] will be dispatched by PHE. [REDACTED]

1. [REDACTED] will be the link with MOD logistics personnel in Sierra Leone. Therefore [REDACTED] will:
 - Check that Sgt [REDACTED] can witness the packing in Port Loko
 - Check that Sgt [REDACTED] can travel with the samples from Port Loko to the airport
 - [REDACTED]

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PHE sample transfer project documentation meeting notes

9th June 2015

- Sgt [REDACTED] is content to consign the freight (F1360 Airway Bill & F569 Customs Declaration) and will send copies 48hrs prior plus copies of the C1453 Bio Cert.
 - He will be unable to witness the packing in Port Loko and travel with the freight as he will already be at the airport prepping for the aircraft arrival.
 - He is engaged with Airport Security and Air Cargo Ops to facilitate entry to the airfield for the freight and is not expecting any issues with this.
 - The Army Liaison Officer (ATLO) is engaged with facilitating the transfer of passengers through medical checks and customs for the flight.
 - [REDACTED]
 - [REDACTED]
 - 1AMW have confirmed that the onboard team will undertake the DG acceptance checks. Cpl [REDACTED] is the T/L and will be liaising with Sgt [REDACTED] prior to the task.
2. MOD in Sierra Leone will fax the transport documentation through to [REDACTED] once C17 airborne.
- Yes, copies of all paperwork will be sent through to [REDACTED].

Air transport

1. [REDACTED] please can you let us know if the C17 duty holder has any issues with the cargo?
- No, both the freight and passenger exemptions have been approved.
 - Passengers are currently [REDACTED], Sgt [REDACTED] and Lt Col [REDACTED].
2. The [REDACTED] will be consolidated on an air craft pallet and then netted so the samples will be secure during the transport
- The boxes will be individually loaded onto an Aircraft Pallet (ACP), bagged and netted to 3G restraint.

- [REDACTED]
1. [REDACTED] to check with [REDACTED] customs personnel if they have any special requirements for shipment?
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. All Personnel from all organisations required to transport the samples in the UK need to be at [REDACTED] when the C17 lands
6. No documents are required to get the samples off the C17
7. [REDACTED] will remain with the samples at all times during the customs clearance process.

Transport in UK

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PHE sample transfer project documentation meeting notes

9th June 2015

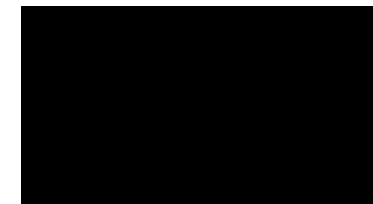
1. Once passed customs [REDACTED] with their escort will pick up the samples from import (location to be identified on the 12th June 15)
2. [REDACTED] will take over PHE escort duties from [REDACTED] once the samples have been loaded onto the [REDACTED] vehicles.

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]



RISK ASSESSMENT - AUTHORISED
Transport of Clinical Samples from Sierra Leone



Introduction

Assessment date

09/06/2015

Revision No

3

Site

MSD [REDACTED], All Areas, Whole Department/Region Affected, [REDACTED]

Reference

Description/Operations/Activities covered by this assessment

Reference

Transport of samples via aircraft from Sierra Leone to PHE [REDACTED].

Assessor carrying out risk assessment

Name(s) of employee(s) consulted

Job title(s)

Clinical Lead [REDACTED];
[REDACTED], health and Safety:

No of people at risk

Over 100

First assessed

11/03/2015

Review date

11/06/2017

Groups of people at risk

Drivers, General Public, Laboratory Staff, Scientific Staff, Security Staff, PHE Staff deployed to W.Africa re: Ebola outbreak, Airport staff and nearby air travellers

Task/Hazard Analysis

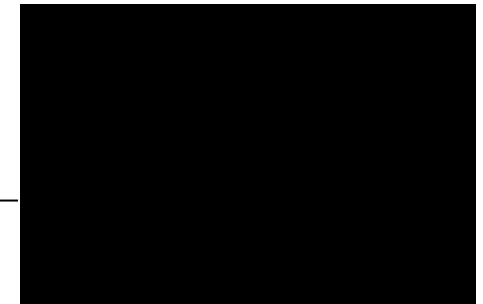
Task

Hazard

Effects

Groups of People at Risk

Existing Controls



Task

01 Packaging of clinical samples for transportation

Hazard:-

Biological agents/pathogens

Effects:-

Potential for exposure to infectious clinical material

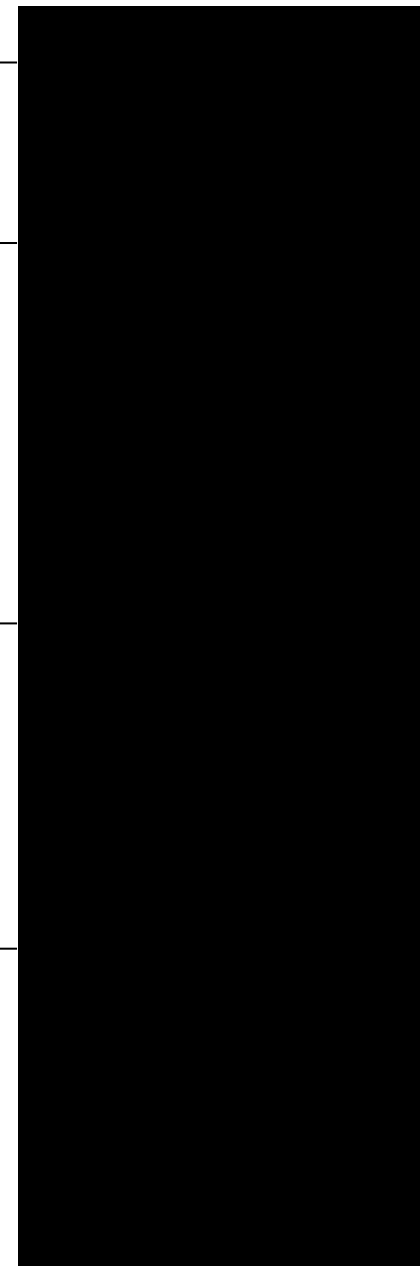
Groups of People at Risk:-

Scientists, PHE Staff deployed to W.Africa

Samples will be packed in approved IATA containers. A specific packaging protocol will be adhered to. Samples are placed in a secure labelled primary container boxed and double bagged. The package is surface decontaminated with fresh bleach (5000ppm available chlorine). This is then surrounded by absorbent material sufficient to absorb any sample leak and to protect the box of samples from damage due to movement in transit. Packed samples are then transferred to a Pathopouch that is then securely sealed. The package is surface decontaminated with fresh bleach (5000ppm available chlorine) and labelled before final transfer to an outer box labelled with unique identifier.

Samples must be packaged EXACTLY as per protocol and must be cross check against an itemised inventory. Any packages which are not packaged correctly or do not appear on the inventory will not be accepted for shipping and will remain at the original lab. The sample volume in each package will not exceed 100 ml.

Task Hazard Effects Groups of People at Risk	Existing Controls
Task:- 02 Transportation of samples on and off ship/aircraft/vehicle Hazard:- Manual handling Effects:- Up to seventy boxes of clinical samples require transportation.Boxes may weigh up to 13.5kg Groups of People at Risk:- Scientists, PHE Staff deployed to W.Africa	Training and awareness of need for care in lifting and moving. Use mechanical aids when available or two man lift. Those with pre-existing weakness or injury should not conduct this step. [REDACTED] are to be carried singly by two persons. [REDACTED] may be transferred onto trolleys for transfer wherever possible.
Task:- 03 Transport of samples to freezers Hazard:- Biological agents/pathogens Effects:- Potential exposure to infectious clinical material Groups of People at Risk:- Scientists, PHE Staff deployed to W.Africa	Samples will be checked periodically during transit. Any samples that have thawed during transit will be identified. Any samples which may have leaked will be treated according to the agreed emergency procedure, see attached documentation.
Task:- 03 Transport of samples to freezers Hazard:- Manual handling Effects:- Injury to workers Groups of People at Risk:- Scientists, PHE Staff deployed to W.Africa	[REDACTED] are to be carried, singly, by two persons. [REDACTED] should be transferred onto trolleys for transfer wherever possible.



Task Hazard Effects Groups of People at Risk	Existing Controls
Task:- 04 Inspection of samples during transportation Hazard:- Biological agents/pathogens Effects:- Potential exposure to infectious clinical material Groups of People at Risk:- Scientists, PHE Staff deployed to W.Africa	Samples to be kept frozen. Integrity MUST be maintained at all points of the journey. Check, and record, integrity of packaging at each point of de-packing/ re-packing from/into [REDACTED] or overpacking. Any samples which may have leaked will be treated according to the agreed emergency procedure, see attached documentation. Any packages with evidence of leakage in transit will subsequently be transferred to [REDACTED] facility for further evaluation on arrival to port. If samples thaw IATA packaging will still contain the material and maintain bio-safety. The Pathopouch will contain a second layer of absorbent material which would immobilise any liquid and the corners of the boxes holding the primary tubes will be protected by additional packaging to prevent movement and damage to the package during transit.
Task:- 05 Transportation of samples to PHE [REDACTED] Hazard:- Asphyxiation Effects:- Packages will be cooled by solid CO2. Gaseous CO2 will be generated as the packages warm up and may cause asphyxiation.	Ensure all packages containing solid CO2 remain in a well ventilated area. Do not place packages or solid CO2 near direct heat. No lone working is allowed.



Task
Hazard
Effects
Groups of People at Risk

Existing Controls

Task:-

05 Transportation of samples to [REDACTED]

Hazard:-

Biological agents/pathogens

Effects:-

Potential exposure to infectious clinical material

Groups of People at Risk:-

Scientists, PHE Staff deployed to W.Africa

Pathoshield packages conform to the requirements for safe transfer via road, air and sea. Packages will be removed from cold storage in small batches and should not be stacked without support to prevent any possible dropping and breakage. The courier will overpack the Pathoshield boxes and add cardice to the overpack to maintain temperature. Trained PHE staff will be available to oversee this procedure. A full inventory will be completed to ensure that all packages are accounted for and packed by the courier. The courier will transport the packages to PHE [REDACTED] directly and via a predetermined route. HSE, police, FCO and NaCTSO will be fully aware of the details of the transfer in advance and will be satisfied with the prearranged transport arrangements. The named Receiver for PHE [REDACTED] will be advised when the cargo departs for PHE [REDACTED] and a expected delivery time given to ensure that the necessary staff will be at PHE [REDACTED] ready to take delivery of the cargo when it arrives.

Task:-

05 Transportation of samples to PHE [REDACTED]

Hazard:-

Manual handling

Effects:-

Physical injury.

Boxed samples to be handled to two people and trolleys used wherever possible.

Task
Hazard
Effects
Groups of People at Risk

Existing Controls

Task:-

05 Transportation of samples to PHE [REDACTED]

Hazard:-

Hazard/Effects:-

Hazard - People traffic
Possible collision, dropping of packages, injury or possible exposure risk to infectious agent or to solid CO2.

Route of packages will be barred to all but necessary staff. Physical barriers and signage should be used wherever possible.

Task:-

05 Transportation of samples to PHE [REDACTED]

Transport hazards

Effects:-

Collision with vehicles causing dropping of packages, injury or possible exposure risk to infectious agent or to solid CO2.

Physical barriers and signage should be used to indicate transport and collision hazard. Direct route to and from couriers vehicle should not cross an existing traffic route.

Task:-

07 Transfer of frozen samples to [REDACTED] freezer in secure location on arrival at PHE [REDACTED].

Hazard:-

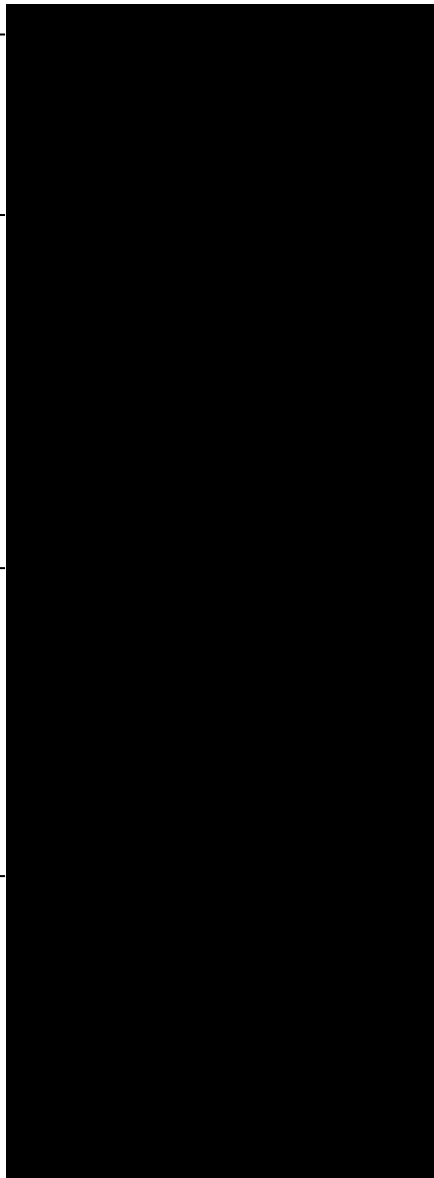
Asphyxiation

Effects:-

Samples will be packed on solid CO2 for the final part of the journey. Gaseous CO2 is generated as packages warm up and may cause asphyxiation

Ensure all packages used remain in well ventilated spaces. Packages will not be placed in direct heat. No lone working.

Task Hazard Effects Groups of People at Risk	Existing Controls
Task:- 07 Transfer of frozen samples to [REDACTED] freezer in secure location on arrival at PHE [REDACTED]. Hazard:- Biological agents/pathogens Effects:- Potential for exposure to infectious clinical material Groups of People at Risk:- Scientists, PHE Staff deployed to W.Africa	Please see Task 1 Packaging of clinical samples for transportation for mitigation. Pathoshield boxes will be transferred directly into a contained area. Pathoshield boxes and the internal sample package will only be handled by trained PHE staff. All packages will be accounted for on a detailed inventory.
Task:- 07 Transfer of frozen samples to [REDACTED] freezer in secure location on arrival at PHE [REDACTED]. Hazard:- Cryogens Effects:- Contact burns	Frozen samples will be handled using temperature protective gloves in addition to normal PPE.
Task:- 07 Transfer of frozen samples to [REDACTED] freezer in secure location on arrival at PHE [REDACTED]. Hazard:- Manual handling Effects:- Physical injury	Boxed samples to be handled by two people and trolleys to be used wherever possible.



Task
Hazard
Effects
Groups of People at Risk

Existing Controls

Task:-

07 Transfer of frozen samples to [REDACTED] freezer in secure location on arrival at PHE [REDACTED].

Route of transfer of packages will be barred to all but necessary staff. Access to package storage areas will be restricted.

Hazard:-

Hazard/Effects:-

Hazard - People traffic
Possible collision, possible exposure risk to infectious agents or CO2 for other members of staff etc

Personal Protective Equipment

01

02,03,04,05,06

01, 02, 03, 04,
06

01, 02, 03, 04,
06

Use in case of a
sample leak

01, 02, 03, 04,
06

01, 02, 03, 04,
05



Lab Coat and
Gloves



Gloves -
Thermal



Gloves - Nitrile



Protective
Footwear



Respirator



Safety Eyewear



Tyveck Overall

Additional Information

Overall controls

Spill Kit (as detailed in the attached document Instructions for Emergency) must be available at all times during transit.If there is evidence of leakage do not touch the package. Leave package where it is. Follow emergency decontamination procedure. PPE including spill kit, lab coat or tyvec, face shield, RPE, apron, latex/nitrile gloves and waste bags will be available.
Decontaminate outside of package and immediate environment. Transfer package to a waste bag containing HazTab granules. Swan-neck the bag and seal with tape / cable tie.
Repeat bagging process. Wipe down outside of bag with hypochlorite based disinfectant. Place double bagged package into freezer.
Clean area with hypochlorite based disinfectant.
Remove PPE.
Report incident.

Health surveillance

Workplace Instructions

Step by step instructions

Equipment needed

Training required for the task

Personal protective equipment details



PHARMACY BOARD OF SIERRA LEONE

Tel: (00 232 22) 229346

228497

228351

Fax: (00 23222) 224626

Email: registrar@pharmacyboard.gov.sl

Website: www.pharmacyboard.gov.sl

PBSL/061/18/2015

Our Ref:

Your Ref:

Dr. [REDACTED]

Chief Medical Officer

Ministry of Health and Sanitation

4th Floor

Youyi Building

Freetown.

15th June 2015

Dear Sir,

EXPORT PERMIT

I refer to your applications dated 10th June 2015 and 12th June 2015 and hereby write to inform you that permission has been granted by the Pharmacy Board of Sierra Leone to [REDACTED] Head of Political Section, British High Commission, to transfer Public Health England (PHE) samples to the UK.

Details of samples

	(%) Blood	(%) Swab	Blood	Swab
KERRY TOWN	60	40	2400	1600
MAKENI	35	65	1400	2600
PORT LOKO	45	55	1800	2200
TOTAL			5600	6400

The total number of samples is 12,000 (5600 blood samples and 6400 swab samples)

Details of the shipment

The samples will be held loaded into a UK military C-17 flight departing Lungi International Airport, Freetown on Friday 19th June 2015 at 17:40hrs.

Please be informed that the export permit is valid for a period of one month with effect from the date issued.

If you require any further clarification on the above, please do not hesitate to contact the Board through the usual channels.

Kind Regards,

A large black rectangular box redacting the signature of the Ag Deputy Registrar.

Ag Deputy Registrar

Cc: Chairman, Pharmacy Board



British
High Commission
Freetown

British High Commission
6 Spur Road
Freetown

Email: [REDACTED]
Tel: [REDACTED]
www.fco.gov.uk

[REDACTED]
Registrar
Pharmacy Board of Sierra Leone
New England Ville
Freetown
Sierra Leone

Friday, 12 June 2015

ANNEX – TRANSFER OF PHE SAMPLES TO THE UK (ADDITIONAL INFORMATION)

As requested by Mr [REDACTED] on 12 June, and further to our previous correspondence regarding the Transfer of Public Health England (PHE) samples to the UK, please find below additional information as requested.

Details of the samples

The total number will be up to 12,000 samples (47% blood; and 53% swab).

4,000 specimens will be taken from each of Kerrytown, Makeni and Port Loko. The breakdown for these samples is:

	(%) Blood	(%) Swab	Blood	Swab
KERRY TOWN	60	40	2400	1600
MAKENI	35	65	1400	2600
PORT LOKO	45	55	1800	2200
TOTAL			5600	6400

Details of the shipment

The samples will be held loaded onto a UK military C-17 flight departing Lungi International Airport, Freetown on Friday 19 June 2015 at 1740.

The British High Commission and PHE is very grateful for all the assistance that your good offices have provided so far and kindly request assistance from the Pharmacy Board in securing the required export permits to transfer samples back to the UK.

Please don't hesitate to get into contact with us if you need any further information as part of this process or have any further enquiries pertaining to this matter.

Yours Sincerely,

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Sample Transfer Project – UK Transport outline plan

Purpose:

This outline plan is an initial high-level framework to inform participants and stakeholders of the outline plan for courier transport as it stands today.

Detailed contingency plans are contained in a Road Transport plan which is a version controlled spreadsheet that mirrors this plan.

Outline

will plan for

The courier will provide sufficient vehicles for the load, plus an additional spare vehicle for resilience, in case of emergency.

Once loaded, the vehicle load area is to remain locked throughout the journey. The only exception to this would be in the event of an incident or a legitimate police / PHE request.

Upon collection of samples, the vehicles must be manned at all times throughout the journey

will pre-assign resources and await notification from PHE of expected arrival of vessel.

On the day of collection of the samples, prior to setting off, must check with PHE the current risk assessment for the movement. In the event of the risk assessment indicating any issues, PHE will reserve the right to change the collection arrangements.

In good time will despatch and DGSA to be in position

Import Agent/Packer/DGSA & assistant

Dry-ice and thermal control units to be pre-charged and collected en-route by

Import Agent/Packer/DGSA to arrange for an adequate supply of dry-ice & packaging to be available in good time.

The team and Import Agent/Packer/DGSA will await a call to advise access times to port.

Import Agent/Packer/DGSA experts will execute a packing and loading plan with the assistance of PHE & port authority staff.

Once loaded vehicles will where PHE laboratory staff will take control of unloading.



[REDACTED] staff and DGSA's disperse on completion.

Assets Employed

ADR VTC trained drivers

Dangerous Goods Safety Advisers

[REDACTED] fleet covered by warranty and roadside assistance

Fleet managed by [REDACTED]

Vehicle movements visible to PHE staff via [REDACTED]
[REDACTED]

Communications

In the event of any enquiries from the media or public, [REDACTED] to respond that they do not discuss the contents of their customers' consignments.

[REDACTED] to notify PHE of any such enquiries.

[REDACTED]
12 March 2015

PJHQ/J3/GRITROCK/FRAGO/138-15

15 Jun 15

[REDACTED]	[REDACTED]	MOD DDC PR News Op
HQ Air A3 DACOS	PJHQ J3 FP SO1	Cap
HQ CJIATF COS		ACOS PJHQ J1J4

Copy to:		
MA1/CJO	MA/COS (Ops)	MA/COS(Pol Fin)
PJHQ ACOS J1-9		

PJHQ FRAGO 138-15
OP GRITROCK – MOVEMENT OF EBOLA VIRUS DISEASE SAMPLES
FROM SIERRA LEONE TO THE UK

References:

- A. [PJHQ Note 0292-15 Op GRITROCK Military Options for the Movement of Ebola Virus Disease Samples from Sierra Leone to the UK, dated 17 April 2015.](#)
- B. [Op GRITROCK CJO Directive dated 10 Oct 14](#)

This FRAGO directs the completion of two tasks. Task A is the movement of approximately 13,000 Public Health England (PHE) Ebola Virus Disease (EVD) samples from Sierra Leone (SL) to the UK.

Both will be moved by C17 to RAF [REDACTED] before handover to civilian carriers.

Situation

- As part of the continued Mil support to counter-EVD operations in Sierra Leone, Defence is co-ordinating the movement of PHE [REDACTED] samples from SL to the UK, to aid scientific research into the disease. The PJHQ recommended option (Ref A) was for the samples to be transported on a single flight, using a C17 on 19 Jun 15. The samples, approximately one

palate of freight, will then be moved from RAF [REDACTED] to their final destinations by contracted transport

Mission

- No change to Ref B.

Execution

- Concept of Ops.**

a. **Intent.** To support PHE in order to safely transport EVD samples from PHE [REDACTED] laboratories in SL to the UK [REDACTED] where they will be transferred to civilian contracted transportation for onward movement to their final destinations.

b. **Scheme of Manoeuvre.** HQ CJIATF, in conjunction with PHE is to facilitate the onward movement of EVD samples from laboratories in SL, to Freetown National Airport (FNA) to the UK. A C17 will transport the samples to [REDACTED] for onward road transportation to their final destinations. The samples will be accompanied by a PHE [REDACTED] Biomedical Scientist (BMS) subject matter expert (SME) throughout who will be responsible for sample integrity and actions in the event of an incident. The following tasks are planned to run concurrently; however, they could be completed separately if either was delayed due to a lack of permissions:

- Task A (PHE).** The PHE samples are consolidated at Port Loko. CJIATF staff are to assist with their transport to FNA before onward transportation to [REDACTED]. On arrival at [REDACTED], these samples are to be transferred to PHE's specialist civilian contractor and transported directly to PHE with the minimum of delay. A [REDACTED] Police escort will provide support under the provisions of Op [REDACTED]. The samples are to be accompanied at all stages of the journey by a BMS from PHE, in order to provide necessary assurance, ensure sample integrity and provide incident management expertise.



4. **Risk.** This activity carries risk to personnel and equipment. Therefore considered planning, rehearsal and mitigation strategies are required to reduce all risks to ALARP. The risks inherent in this activity are as follows:

a. **Risk to Life.** The task involves a level 4 pathogen and movement of this volume of samples is unprecedented. The risk to life has been mitigated by the use of robust, multi-layered packaging around a frozen sample. The accompaniment by biomedical scientists further ensures the risk to life is tolerable to duty holders.

b. **Risk to Mission Success.** The highest risk to mission success is likely to be an aircraft diversion, and the potential for thawing of the samples.

5. **Main Effort.** The safe transfer of samples to PHE facilities in the UK.

Tasks

6. **Common Tasks.** The following relate to both Task A and B:

a. **MOD.** MOD DDC is requested to:

(1) Liaise with the Department of Health (DoH), in order to produce a robust communications plan in support of this task.

b. **HQ AIR.** HQ AIR is requested to:

(1) Contact Op GRITROCK Battle captain [REDACTED] at the scheduled time the C17 is due to depart from Ascension Island Base (AIB) to confirm its departure.

(2) Safely transport the samples from receipt in FNA until handover at [REDACTED] to civilian contracted couriers.

(3) Ensure necessary arrangements are in place to allow smooth passage of the samples from C17 to the commercial couriers at [REDACTED].

(4) Coordinate DG paperwork and liaise with ADH chain to secure DH permissions.

(5) Coordinate CAT A pax exemptions for civilian escorts.

(6) Ensure timely dissemination of information in the event of an aircraft diversion iaw the cascade list at Annex B.

c. **PJHQ J1/J4 Mov.** PJHQ J1/J4 Mov is to:

(1) Liaise with DSCOM, in order to ensure that Flight RR6345 is diverted to land at FNA during its return leg on 18/19 Jun 15 and that the requisite freight capacity is allocated in support of this task. The samples are to be transported on their own dedicated Air Freight Pallets.

(2) Liaise with HQ Air, in order to obtain necessary Duty Holder permissions.

(3) Liaise with HQ Air, in order to obtain permission for the PHE specialist and the UK Mil Bio Medical Scientist to accompany the consignment on the flight.

d. **PJHQ J3 FP.** PJHQ J3 FP are to liaise with PJHQ J2 to consider this task within the current threat assessment and confirm if the extant FP measures are appropriate.

e. **HQ CJIATF.** HQ CJIATF is to:

- (1) Obtain sufficient [REDACTED] ([REDACTED]) and grey plates through the military supply chain, in order to enable the movement of the required number of samples in a single move.
- (2) Plan and execute a road move of the samples from their current locations to FNA, in order to transfer them to the FI C17 with the minimum of delay, undertaking all necessary risk assessments.²
- (3) Ensure the compatibility of all planned RSC freight.
- (4) Disseminate requisite export/import and customs forms to the required customs handlers at RAF [REDACTED].

7. **Task A.** The following relate to the movement of PHE samples from SL to the UK:

a. **PHE.** PHE is requested to undertake the following tasks:

- (1) Obtain an appropriate Memorandum of Understanding (MOU) from the Government of Sierra Leone (GoSL), in order to allow the samples to be exported.
- (2) Undertake liaison with the British High Commission (BHC) in SL, in order to facilitate the passage of the consignment through SL Customs.
- (3) Engage a customs broker to ensure customs procedures are correctly undertaken.

[REDACTED] are boxes including frozen plates to keep samples below [REDACTED] degrees centigrade.

² CJIATF is to articulate appropriate CONPLANS to PJHQ J3.

(4) Provide the required uplift to freezer capacity in Theatre, in order to allow sufficient [REDACTED] freezer capacity to freeze all [REDACTED] plates required iaw CJIATF scheme of manoeuvre.

(5) Provide a suitable qualified and experienced individual to ensure that the samples are packed in accordance with IATA regulations and to accompany the samples for the duration of the move, in order to ensure that the cold chain is preserved so as to maintain sample integrity, provide assurance and to deal with any related incidents.

(6) Provide HQ Air/PJHQ details of the individual to escort the samples by C17 for civilian passenger exemption purposes, NLT 10 days prior to the flight date.

(7) Make arrangements for a specialist commercial courier to take charge of the samples at [REDACTED] and transport directly to PHE with the minimum of delay. Ensure the details of the courier are passed to HQ Air via PJHQ J1/4 Mov.

(8) Liaise with [REDACTED], in order to ensure that a [REDACTED] Police escort is provided to accompany the specialist commercial courier from [REDACTED] to PHE under the provisions of [REDACTED].

(9) Ensure the [REDACTED] are returned to the Military supply chain in the condition in which they were supplied.

(10) Meet all associated costs attributable to task A.

(11) Provide a suitably qualified member of staff to escort the samples from [REDACTED] to their final destination.

(12) PHE is encouraged to consider a recovery plan in the event of the C17 being diverted, noting the timeline:

(a) Overseas.

(b) In the UK.

b. **PJHQ J1/J4 Mov.** PJHQ J1/J4 Mov is to:

(1) Conduct liaison with PHE and HQ AIR, in order to facilitate access of PHE's specialist civilian contractor to [REDACTED] in order to transfer the samples and transport to PHE [REDACTED] with the minimum of delay.

c. **HQ CJIATF.** HQ CJIATF is to liaise with PHE in Theatre to conduct prelim moves as required, in order to move all samples to FNA, undertaking all necessary risk assessments.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9. Actions On:

a. **C17 delayed arrival in SL.** PHE have nominated [REDACTED] hrs after the [REDACTED] plates have been removed from the [REDACTED] degree freezer as their 'turnaround' time. Therefore, if the samples are not airborne on the C17 by hour 18, they will be returned to the PHE Port Loko Lab.

b. **C17 Diversion.** The C17 could be diverted to either:

(1) **Overseas.** HQ Air are requested to direct Ascot Ops to contact CDOC to contact the respective DA immediately upon diversion. At best effort, they should attempt to arrange freezer storage, if required, to preserve sample integrity.

(2) **UK.** HQ Air has a nominated diversion airfield. PHE [REDACTED] are aware of the nomination and have a contingency plan to retrieve the samples.

- c. **Damage to sample packaging.** The upmost care is to be taken when transporting the samples. In the event of damage to the packaging, the advice of the accompany BMS should be sought.

Coordinating Instructions

10. Timings.

- a. **19 Jun 15.** C17 ASI-FNA- [REDACTED]. It should be noted that timings may change at short notice due to weather.

Serial	Time taken	Cumulative time
In-Theatre transportation from Port Loco to FNA	6 hours	6 hours
Clearing Security and Customs at FNA	4 hours	10 hours
Loading onto C17	2 hours	12 hours
Flight time	8 hours	20 hours
Unload, customs and transportation to PHE/ [REDACTED] final destination.	[REDACTED]	[REDACTED]

- b. This allows the task to be achieved inside the [REDACTED]³, with an appropriate degree of contingency to cater for any unforeseen delays.

Service Support

11. HQ CJIATF is to use this WARNING ORDER as authority to demand sufficient [REDACTED] and grey plates through the military supply chain.

Command and Signal

12. **Command and Control.** CJIATF staff will remain under existing C2 arrangements. A PHE and [REDACTED] scientist will be present and will

³ [REDACTED]

maintain responsibility for their respective samples at all times. They are to advise the local commander/aircraft Capt to any changes that might affect Force Protection or sample integrity and recommend a safe COA to deal with the change.

13. **OPSEC.** This task is sensitive in its nature from both a media and security standpoint. Therefore all Media LTT will be defensive. OPSEC is paramount at all stages of this task.

14. Points of Contact:

- a. **CJIATF Op GRITROCK Battle Captain.** Capt [REDACTED]
[REDACTED]
- b. **PJHQ AFRICA/RoW OTL.** [REDACTED]. PJHQ-J3-MAR2-SO1. [REDACTED]
- c. **PJHQ Op GRITROCK SO2 J3.** Sqn Ldr [REDACTED]. PJHQ-J3-AIR8-SO2. [REDACTED]
- d. **PJHQ Op GRITROCK SO2 J4 Mount.** Maj [REDACTED]. PJHQ-J1J4-J4-MOUNT-A-SO2. [REDACTED]
- e. **PJHQ Ops Control Room.** SO2 Ops Controller. PJHQ-J3-OpsC-Group (MULTIUSER). [REDACTED] (24 Hours).
- f. **PHE POC.** [REDACTED]. Office: [REDACTED]
[REDACTED]; Home - [REDACTED]
- g. [REDACTED]
- h. **AIR COMMAND. CDOC.** [REDACTED] (24 Hours)
- i. **RAF** [REDACTED]. Ascot Ops [REDACTED] (24 Hours)

PJHQ DACOS J3C

Annex:

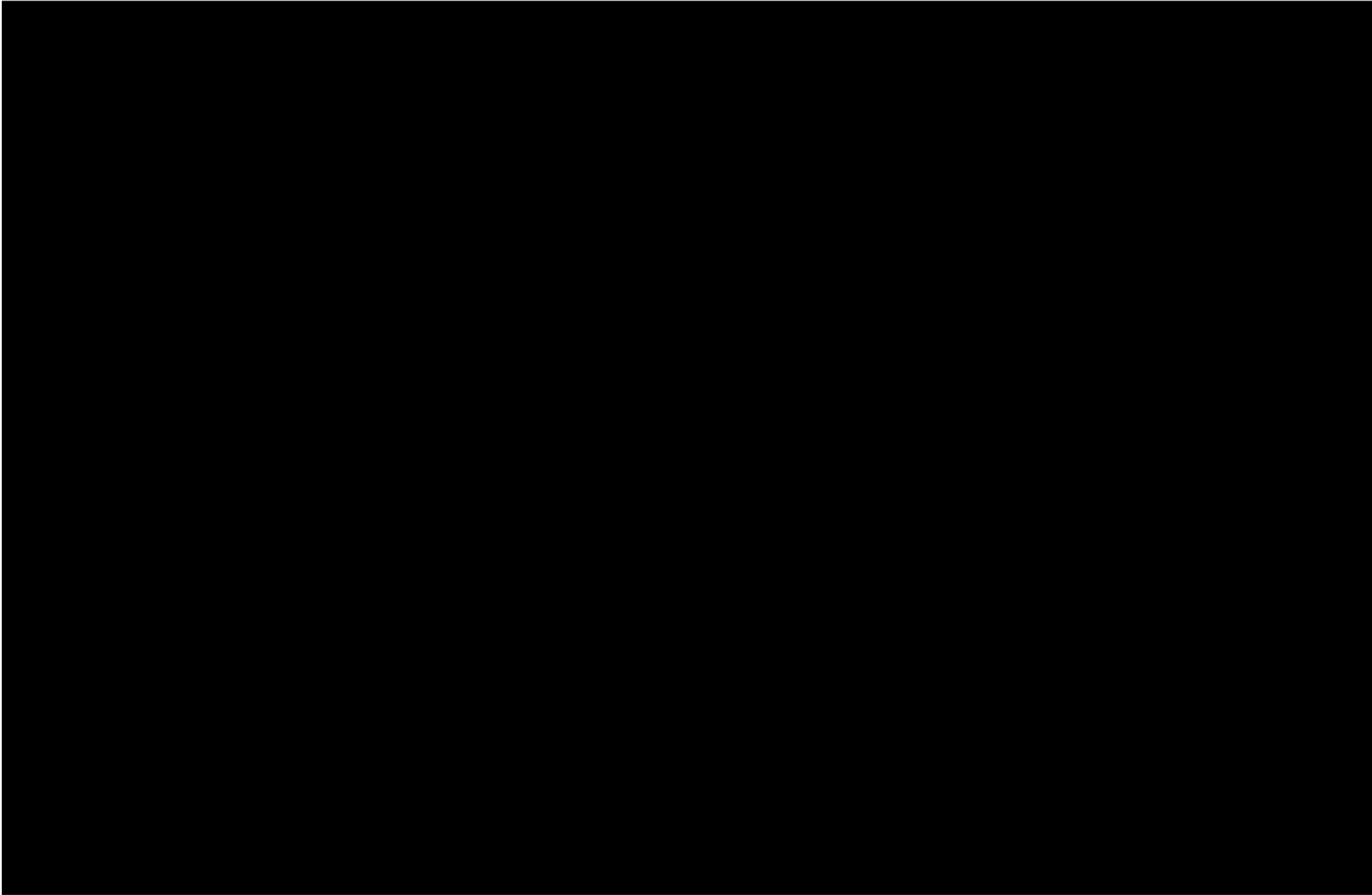
A.



OFFICIAL SENSITIVE LIMDIS

OFFICIAL - SENSITIVE LIMDIS
AS50

OFFICIAL SENSITIVE LIMDIS



OFFICIAL – SENSITIVE LIMDIS
AS51



Minutes

Title of meeting: PHE Sample Transfer Project meeting
Date: Monday 15 June 2015
Time: 10:30
Venue: Public Health England (PHE), [REDACTED] and
Teleconference

Present: [REDACTED] – Chair
[REDACTED] Scientific Programmes Manager
[REDACTED] Logistics [REDACTED]
[REDACTED], PHE – Minutes

Teleconference: Dr [REDACTED], PHE [REDACTED]
[REDACTED] PHE Communications
[REDACTED], PHE [REDACTED]
[REDACTED], MoD
[REDACTED] PJHQ

[REDACTED] [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Action:

[REDACTED]

[REDACTED]

[REDACTED]

16/017 [REDACTED] asked for confirmation that there is a dispatch note and a commercial invoice. [REDACTED] has produced these documents now that the numbers of the samples have been determined. [REDACTED] will forward these documents to [REDACTED] and asked that these be checked against the rest of the documentation as everything will have to match as far as numbers and weight. When [REDACTED] has confirmed that all of the documentation matches, [REDACTED] will forward these forms to [REDACTED] for clearance prior to the plane landing.

16/018 [REDACTED] noted that a copy of the Emergency Procedure should be included. [REDACTED] confirmed that this has been done. [REDACTED] noted that the Risk Assessment requires work and asked if this will also be included in the documentation for [REDACTED].

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] that this is not a requirement as the air manifest will be the only document needed.

16/022 [REDACTED] noted that [REDACTED], the PHE staff member who will be travelling with the samples on the plane, will there be any issue as [REDACTED] will not be able to be with the samples as they go through customs. Sgt [REDACTED] reported that the samples will be escorted by personnel from the air side and [REDACTED] will be processed as a normal passenger which should take approximately 20 minutes.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Action: [REDACTED]

4.1.1 Packaging SOP

16/027 Attention was drawn to the Packaging SOP (enclosure 16/04).

[REDACTED]

[REDACTED]

4.1.3 Transport of Clinical Samples from SL

16/029 Attention was drawn to the Transport of Clinical Samples from SL document (enclosure 16/06).

4.2 Flight

16/030 [REDACTED] will be on the plane with the PHE samples along with representative for MoD who will be responsible for the [REDACTED]. On arrival at [REDACTED], airport staff to transfer samples to hanger [REDACTED]. MoD personnel will be trained in advance. PHE [REDACTED] couriers will meet at 0100 BST.

06/031 Paperwork for customs . There are 3 potential routes which customs may choose. The preferred option is Route 6. The courier will meet the load at hanger [REDACTED] where the load will be removed from the aircraft pallet and into the courier vehicle. Once customs gives clearance, the vehicles will leave [REDACTED]. [REDACTED] asked if there is anything else to be unloaded from the plane. MoD confirmed that the samples will be the 1st on the plane and 1st off the plane.

16/032 Loading and unloading the aircraft. [REDACTED] enquired as to whether the pallets are moved via forklift and whether there was any risk of a forklift operator damaging the boxes. MoD confirmed they have specifically designed vehicles to move pallets and there is no chance of damaging the [REDACTED] with a fork.

[REDACTED]

[REDACTED]

16/034 [REDACTED] enquired as to when we will receive notification that the flight from SL is airborne. MoD advised that the cascade will take only a matter of minutes.

[REDACTED]

[REDACTED]

Action: [REDACTED]

4.3 UK Transport Plan – Including Security

4.3.1 Security Risk Assessment Form

16/037 Attention was drawn to the Security Risk Assessment Form (enclosure 16/07).

4.3.2 UK Transport Outline Plan

16/038 Attention was drawn to the UK Transport Outline Plan (enclosure 16/08).

4.3.3 UK Road Transport Plan

16/039 Attention was drawn to the UK Road Transport Plan (enclosure 16/09).

4.4 Communications Plan

16/040 [REDACTED] noted that the agreed plan has been shared with stakeholders. To date there has still been no response from MoD Comms. [REDACTED] agreed to chase MoD Comms colleagues.

Action: [REDACTED]

4.4.1 PHE Communications Plan

16/041 Attention was drawn to the PHE Communications Plan (enclosure 16/10).

4.5.1 Instructions for Emergency

16/042 Attention was drawn to the Instructions for Emergency (enclosure 16/11).

4.5.2 UK Transport Emergency Arrangements

16/043 Attention was drawn to the UK Transport Emergency Arrangements (enclosure 16/12).

4.6 Emergency Contact List

16/044 Attention was drawn to the Emergency Contact List (enclosure 16/13).

16/045 This is to be updated and will wait for MoD's, next 24 hours.

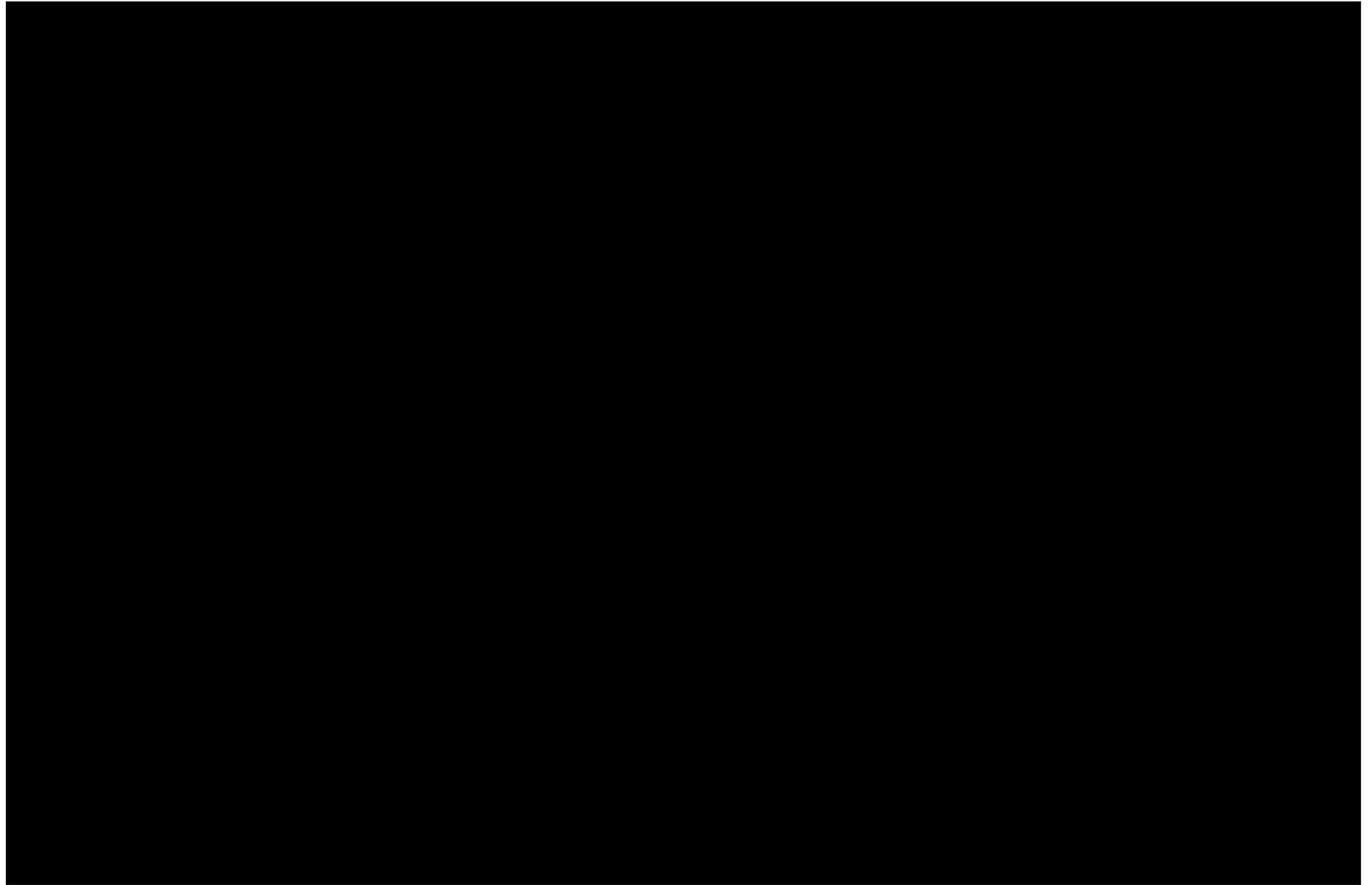
4.7 Staff Welfare

16/046 NTR

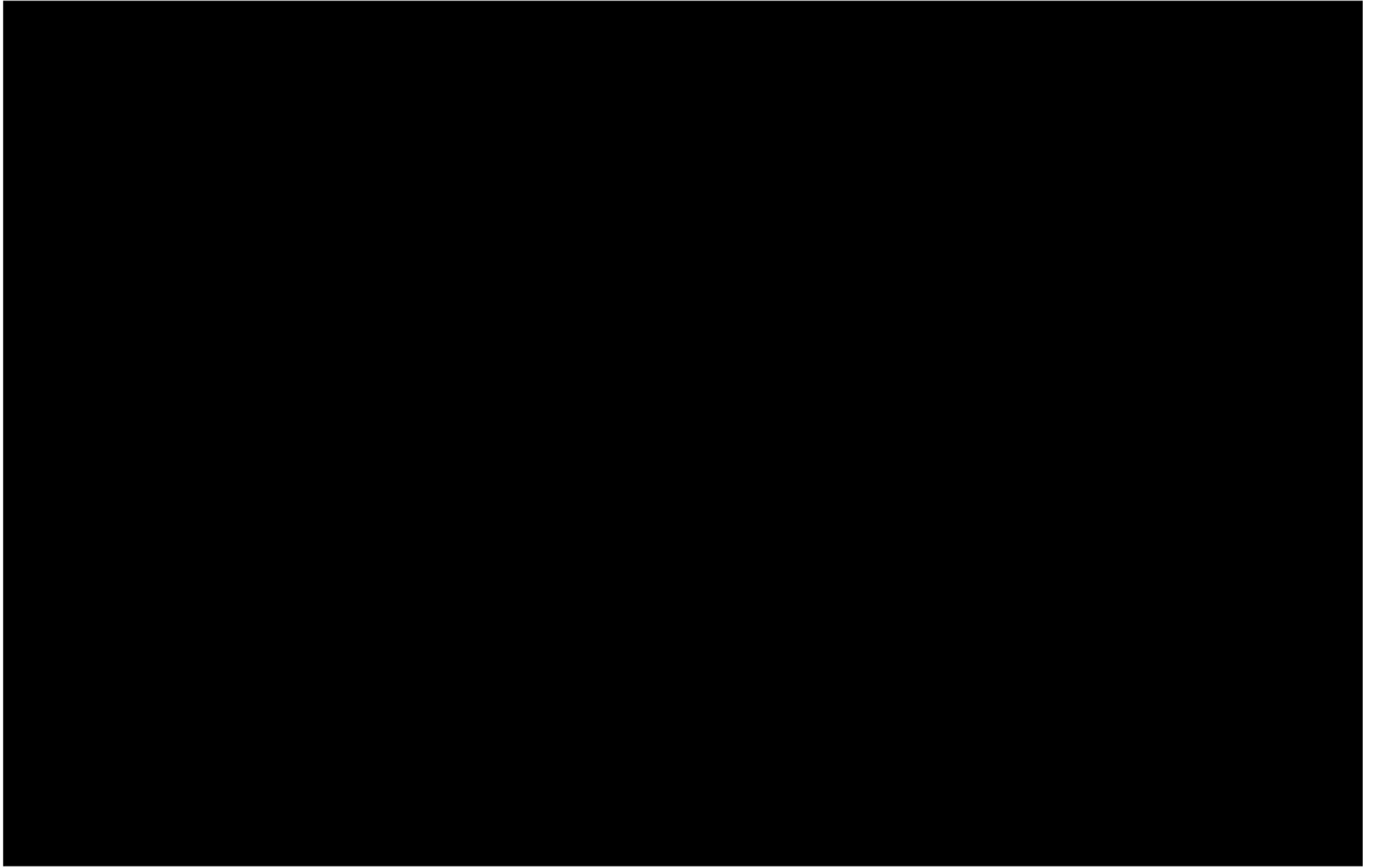
5 Any Other Business

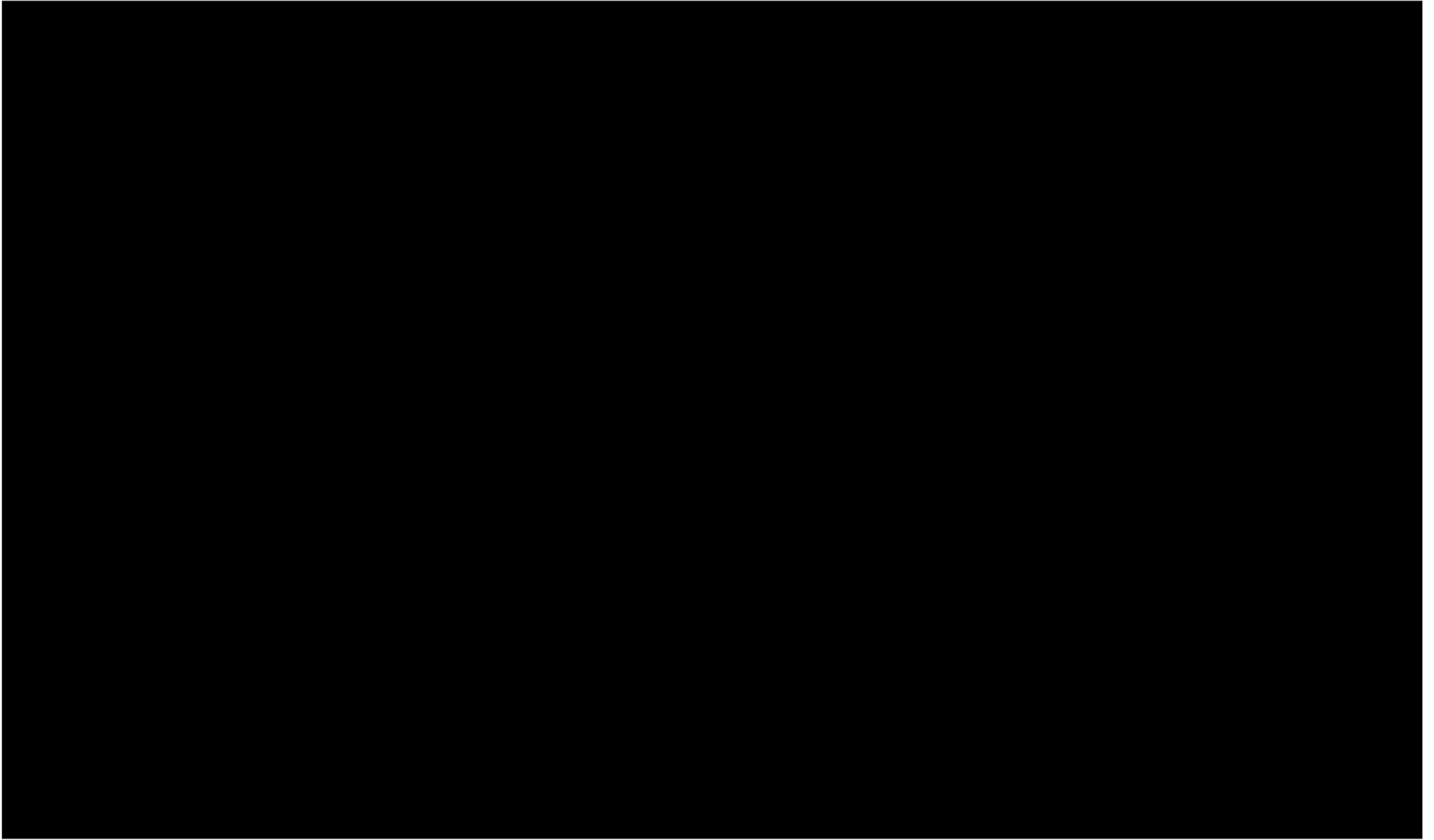
16/047 NTR

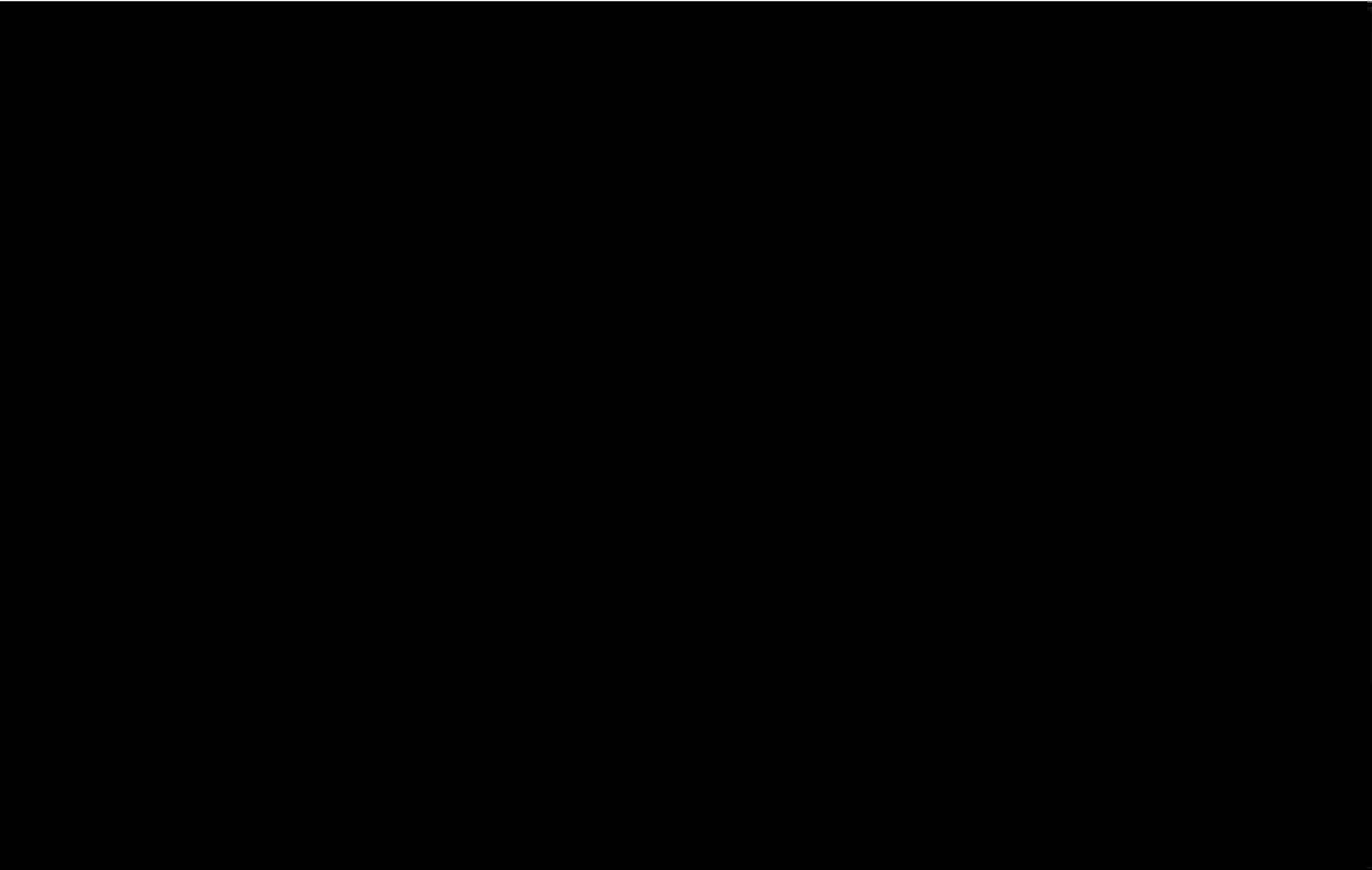
[REDACTED]



AS60








SHIPPER'S DECLARATION FOR DANGEROUS GOODS

F/Mov/569
(Revised 06/05)

Shipper [REDACTED] Port Loko ETC Port Loko Sierra Leone		Air Waybill No. FNA02800475 Page 1 of 1 pages Shipper's Reference Number. FNA/MOV/090 (Optional)				
Consignee Public Health England [REDACTED]						
Two completed and signed copies of this Declaration must be handed to the operator.		WARNING Failure to comply in all respects with the applicable Dangerous Goods Regulations may be in breach of the applicable law, subject to legal penalties.				
TRANSPORT DETAILS						
This Shipment is within the Limitations prescribed for: (delete non-applicable)		Airport of Departure: FNA				
<table border="1"><tr><td>PASSENGER AND CARGO AIRCRAFT</td><td>CARGO AIRCRAFT ONLY</td></tr></table>		PASSENGER AND CARGO AIRCRAFT	CARGO AIRCRAFT ONLY			
PASSENGER AND CARGO AIRCRAFT	CARGO AIRCRAFT ONLY					
Airport of Destination: [REDACTED]		Shipment type: (delete non-applicable) <table border="1"><tr><td>NON-RADIOACTIVE</td><td>RADIOACTIVE</td></tr></table>		NON-RADIOACTIVE	RADIOACTIVE	
NON-RADIOACTIVE	RADIOACTIVE					
NATURE AND QUANTITY OF DANGEROUS GOODS						
Dangerous Goods Identification						
UN or ID No.	Proper Shipping Name	Class or Division (Subsidiary Risk)	Pack- ing Group	Quantity and type of packing	Packing Inst.	Authorization
UN2814	INFECTIOUS SUBSTANCES, AFFECTING HUMANS (SOLID)	6.2		60x 4G [REDACTED] triplicate packed containing each: 2x 4G 2 nd Pkgs (Pathoshield 4). 1 st Pkgs- IATA reg plastic sealable tubes x 100 - Each Pathoshield 4 package contains NET: 100x 0.75g = 750g - Each 4G [REDACTED] contains: 2x 750g = 1.5Kg - TOTAL NET 1.5x 60 = 90Kg	620	IATA 56 TH ED CHAP 4 PG 256 ERG 11Y
Additional Handling Information 24HR EMERGENCY CONTACT: +44 (0) [REDACTED]						
Carriage in accordance with 1.1.4.2.1 of ADR						
I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labelled/placarded, and are in all respects in proper condition for transport according to applicable International and national governmental regulations. I declare that all of the applicable air transport requirements have been met.				Name/Title of Signatory Sgt / [REDACTED] Place and Date FNA, Sierra Leone / 16/06/15 Signature (see warning at [REDACTED])		

AS64

RAF FORM 1380		AIR WAYBILL (Rev 2/00)		MOVEMENTS NUMBER		02800475
1 Destination Airfield	2 MOD Authority Number	3 Service	4 Unit Designator			
		F	N : A			
5 Mov Priority	6 Financial Recovery	7 Supply Priority	8 RDD	9 Customs Value	10 Import Auth/Licence Number	
2	M		19/6/15	£30,000		
11 Consignee	12 UIN	13 Carrier: Secretary of State for Defence Ministry of Defence Whitehall, London SW1 2HB				
PUBLIC HEALTH ENGLAND						
14 Consignor	15 UIN	16 Notice: If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs, and in most cases, limits the liability of carriers in respect of loss of, or damage to, cargo.				
PHE LAB 6/6 GOAL						
17 No. & type of packagings		18 Full description of contents quoting Service Nomenclature and NATO Stock No (where applicable). Loose terms such as 'Aircraft Spares' are not to be used. For mail state type and list bag serial numbers.		19 Individual weight (Kgs)	20 Consignment weight (Kgs)	21 Dimensions (L by B by H)(cms)
60x		BLOOD SAMPLES		10	600	47 x 38 x 34
		PSN:- INFECTIOUS SUBSTANCES,				
		AFFECTING HUMANS (SOLID)				
60		Total Pieces		Total Weight		600 Kgs
22 Special Handling Information		23 SH Codes	24 UN Class	25 UN Number		
DANGEROUS GOODS AS PER ATTACHED SHIPPERS DECLARATION - CAO		RIS	6.2	2814		
26 To be completed by Consignor: Cost involved is recoverable from (name & address and postal code):		27 CAMA Authorisation		28 Consignor Point of Contact		
MOD (ARMY)				Unit Telephone Number:		
		29 Call Forward Time:		Extension:		
		By: LATEST		UK- [REDACTED]		
				Name: DR [REDACTED]		
				UK- [REDACTED]		
30 Departure Airfield	31 Flight Number / Date	32 Manifest No				
FNA	226345 19/6/15					
33 Certificate to be completed and signed by Consignor (See para 14 of instructions to consignor):						
Certified that: a. This Consignment does <input checked="" type="checkbox"/> does not <input type="checkbox"/> contain Goods classified as Dangerous.						
b. The particulars given above are correct and the Customs Certificate on the reverse of Copy No 2 has been signed.						
c. The Notice in Block 16 is agreed.						
NAME: [REDACTED]		SIGNATURE: [REDACTED]		DAC Qualification:		
RANK: SGT		DATE: 18/6/15		G-MOV-HAZ		
				Date attained: DEC 14		
34 To be signed by Carrier's Agent/Movements Officer				SIGNATURE:		
Certified that the goods described above were received for carriage subject to the Notice in Block 16.				DATE:		
35 Disposal at destination: Despatched to <input type="checkbox"/> Collected by <input type="checkbox"/> on (insert date)				TCL/Form 158 No		



Public Health England

Risk Register: Sample Transfer Project

Risk Lead: [REDACTED]

Version: 00:04

Date: 17/06/15

A	B	C	J	O	P
Risk Ref	Benefits/ Outputs	Risk(s) to its achievement	Current control measures (i.e. implemented)	Actions Planned to Further Manage Risk	Expected Completion Date
	To consolidate samples from 3 labs at Port Loko	Insufficient freezer capacity at Port Loko to hold samples	Movement of additional freezer to PK; more efficient repacking of samples; limit no of samples to be moved if necessary	one	16/06/2015
		Insufficient [REDACTED] / cold storage to enable transfer of samples between labs	Alternatives plans, such as shipping directly from each of the labs to airport, rather than consolidating; Reduce no. of samples to be transferred	one	16/06/2015
		Security of samples during transfer (theft, accident, etc)	Escorting of samples during transfer MOD / GOSL	one	16/06/2015
	To transport samples from Port Loko to Freetown (airport)	Insufficient freezer capacity at Port Loko to hold consolidated samples and sufficient freezer plates	Movement of additional freezer to PK; more efficient repacking of samples; limit no of samples to be moved if necessary	one	16/06/2015
		Insufficient [REDACTED] / cold storage to enable transfer of samples between labs	Alternatives plans, such as shipping directly from each of the labs to airport, rather than consolidating; Reduce	one	16/06/2015
		Security of samples during transfer (theft, accident, etc)	Escorting of samples during transfer MOD / GOSL has been arranged	nsure Samples are uitably escorted uring the move	19/06/2015

				Flight will wait for the load; Samples will have MOD escort. In case of breakdown, replacement vehicles are available and would be despatched either from Port Loko or Lungi (depending on incident location); GoSL ONS informed of transfer; copies of all approvals to be taken with the shipment, as evidence			
		Delays during transfer (eg road blocks / breakdowns) consume too much time, risking cold chain / missing flight				Determine Time limit on delays acceptable on SL side of transfer E.g if samples haven't been flown out of SL 20 hours after packing consider returning them to Port Loko	
	To Safely and securely fly Samples between Lungi and [REDACTED]	No export permissions		MOU and MTA signed, export license signed 16/6/15		Follow up with NSO approval	
		MOD refuse to provide support		Request sent to MOD, MOD fully supportive and engaged in project; duty holder approvals received		none	
		Delays cause samples to degrade.		To maintain sample integrity they must be kept isolated and frozen < [REDACTED]. By freezing contents it prevents leakage if temperature is maintained following a breach. Current solution temporary. Will need to decide whether to destroy, send to UK or transfer responsibility of samples to SL government		Ensure samples arrive within the time the [REDACTED] provides guarantee on the cold chain. Liaise with customs officials in advance of shipping	
		Packaging issues		IATA packaging, with waiver approved		Complete task by September or apply for waiver extension	

		Bio-risk to operators/ environment		No need to re-pack samples so risk to operators/ environmental risk minimised. Samples stored in cryoboxes and double-bagged, each bag being sealed with a cable tie. All surfaces were decontaminated during packing.		Samples to be accompanied by trained PHE BMS with spill kit, PPE and appropriate training, to attend any issues promptly, minimising any risk	
		Risk to sample of temperaure increase		Use of pre-charged with guaranteed at capability		Select transport route and make arrangements including (contingencies) to get samples to destination within operating time	
	Off loading samples at	Handling errors damage packaging		Control the unloading environment (Packaging markings, suitably trained MOD staff to unload the package)		Unloading to be supervised, Spill kit and trained BMS present	
		Security		Transfer to be undertaken by MOD, Media comms plan		Implement comms plan	
	Transfer of samples to	see separate transport risk assessment					
	Transfer of samples from courier into freezers	Transfer of samples into freezers; need to ensure freezers are working and primed - need also to ensure route within site is not obstructed (engineering?) - need to ensure - fire watch enhancement i.e false fire alarms while sample transfer is taking place		Sufficient, appropriate storage in secure location available.		None	

		Bio-risk to operators/ environment		trained PHE staff perform role, risk assessment in place. Ensure staff welfare by transferring responsibility for UK stage of journey		None	
		Security		undertaken on [REDACTED] premises, security cleared staff, restricted access to areas, Emergency services notified		None	
		Inventory control system		Plan in place for logging samples and accounting for them all within the storage facility		none	

Draft Road Transport Plan (V1)

Stage	Step	Action	Resp	When	Risks	Initial Contingencies	General / Other Considerations
Preparation							
	Project Team	Plan for success	PHE	18th March	Poor planning risks delivery	Regular meetings referring against project plan	Construct pre delivery checklist (DT)
	Driver	assign [redacted] trained drivers [redacted] for back up assign [redacted] additional [redacted] co-drivers	[redacted]	18th March	driver availability/sickness/leave driver availability/sickness/leave	Pool of [redacted] available Pool of [redacted] available, may be able to use back-up drivers	will need to engage with drivers (employees) at earliest opportunity to ensure buy-in will need to engage with drivers (employees) at earliest opportunity to ensure buy-in PHE Manager visit [redacted] to brief drivers and managers & undertake Q&A
	Vehicle	Pre assign [redacted] vehicles (assume Vito for now)	[redacted]	30th March	No vehicles available Vehicle serviceability	Pool of [redacted] available maintenance check in workshop (in-house)	[redacted] covered by manufacturers roadside breakdown assistance & warranty & [redacted] roadside & relay, [redacted] workshops operate 24-hours [redacted] vehicle to carry quick-lift jack, additional spare wheels, driver trained to change wheels
	Managers/DGSA	Assign managers to job	[redacted]	30th March	no-one available	4 Managers in pool, 2 DGSA's	
	Accommodation	Book [redacted] or other near port	[redacted]	18th March	No rooms available in region	Book rooms [redacted]	
	packaging	Order dry-ice and packing consumables	[redacted]	16th March	No stock	Order from reputable suppliers	[redacted] to confirm availability of packaging and dry-ice on 16th March
Notification							
		PHE to confirm [redacted] of vessel arrival date	PHE	from -2 days	may be significantly different from planned arrival	may require additional dry-ice	PHE to confirm the earliest date they will know
Despatch							
		Drivers and vans + [redacted] Manager leave for hotel	[redacted]	from [redacted]	traffic delays/weather/breakdowns	Set out to arrive night before, spare capacity by using [redacted] vans	
		or [redacted] vans divert via [redacted] for dry ice & packaging	[redacted]	from [redacted]	traffic delays/weather/breakdowns	[redacted] prior to departure covered by [redacted] vehicles on road, other [redacted] resources in [redacted]	
		packer/DGSA leaves for hotel	[redacted]	from [redacted]	traffic delays/weather/breakdowns	Set out to arrive night before.	
Thermal Packing							
		Order dry ice and thermal packaging qlys	DGSA	16th March	Not enough stock	Order excess to cover emergency	
		Arrange delivery of dry ice and packing	[redacted] /DGSA	from [redacted]			
		Ensure PPE availability	[redacted] /DGSA	30th Mar	out of stock	check stock and pre order if needed	PHE to advise, supply additional PPE appropriate for risk
Dock day							
		Notification of handover time	PHE	from [redacted] hrs	No-one answers	Main contact person SGC with multiple contact no's	[redacted] back up
		Travel to dock	ALL	from [redacted] hrs	Vehicle breakdown, driver sickness, DGSA sickness	Covered by spare capacity in vans, drivers, DGSA's	
		Travel to dock (2)	ALL	from [redacted] hrs	Traffic delay, vehicle breakdown, crowds.	Covered by spare capacity in vans, drivers, DGSA's	Appoint [redacted] as traffic leader to co-ordinate sudden changes in route and or conditions
		Enter port	ALL	from [redacted] hr	Fail to get entry	Establish [redacted] Understand port entry conditions, photo ID required, establish critical port contact	
		Go to loading point and or ship	ALL	from [redacted]	Fail to get dockside access	Advance contact between [redacted] DGSA/PHE & port authority/vessel understand access conditions, carry photo ID, establish critical vessel contact on day	
		Prepack and load	ALL	0	Access problems getting on vessel, dry ice and packing not available	Develop packing SOP, check status of packaging prior day, undertake risk assessments	In a non-planned critical event DGSA to take lead with PHE support
		Load vehicle	ALL		Doesn't fit in [redacted] van	Use [redacted]	
Delivery							
		Custom clearance	ALL	0	Fail to get customs clearance	DGSA to have pre-advised on paperwork DGSA to have pre-checked paperwork where available	DGSA to take control on day in event of critical non planned critical event
		Transit Port to [redacted]	ALL		Traffic delay, vehicle breakdown, crowds.	[redacted] DGSA travels in [redacted] mobile phone contact lists established and shared, gain emergency service contact numbers, identify [redacted] [redacted] identify local [redacted] consider spare dry-ice capacity at [redacted]	
Arrive and Unload							
		Unload at [redacted]	[redacted]		[redacted] to lead alongside [redacted] DGSA	Need contact details and entry details at [redacted]	

OFFICIAL SENSITIVE

	Zulu / SL time	BST
begin packing [REDACTED]	4:30:00	05:30
complete [REDACTED] packing and load onto MoD transport to travel to Freetown	7:30:00	08:30
arrive Freetown	9:30:00	10:30
Estimated time of arrival of MoD flight into Lungi	11:30:00	12:30
clear customs	12:30:00	13:30
flight leaves Lungi for UK	13:30:00	14:30
arrives at [REDACTED]	20:40:00	21:40
Clear UK customs	21:40	22:40
Arrive PHE [REDACTED]	[REDACTED]	[REDACTED]
Complete unloading / storage	[REDACTED]	[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: 04 June 2015 13:49
To: [REDACTED]@ [REDACTED]
Cc: [REDACTED]
Subject: FW: OFFICIAL SENSITIVE - Request for quotation

Hi [REDACTED],

Back on the sample transfer project as stated below documentation wise all [REDACTED] the UK courier need to transport the samples is a Dangerous goods Transport note. Do you agree with this?

Kind regards

[REDACTED]

[REDACTED]
[REDACTED]
Public Health England (PHE)
[REDACTED]

Direct Tel: [REDACTED]
Mobile Tel: [REDACTED]
General Tel: [REDACTED]
Technical Support Tel: [REDACTED]

[REDACTED]

[REDACTED]

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 Please consider the environment before printing this email.

From: [REDACTED] [mailto:[REDACTED]]
Sent: 04 June 2015 11:58
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: OFFICIAL SENSITIVE - Request for quotation

Have checked with [REDACTED] and all we need is a Dangerous goods Transport note.

[REDACTED]

From: [REDACTED] [mailto:[REDACTED]]
Sent: 04 June 2015 11:50
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: OFFICIAL SENSITIVE - Request for quotation

It's a little frustrating but c'est la vie, it's not in our control. By the way is there any chance you can send me a summary of the documents you will require from us before you receive the samples?

Kind regards

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Direct Tel: [REDACTED]
Mobile Tel: [REDACTED]
General Tel: [REDACTED]
Technical Support Tel: [REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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 Please consider the environment before printing this email.

From: [REDACTED] [[mailto:\[REDACTED\]](#)]
Sent: 04 June 2015 11:43
To: [REDACTED]
Subject: RE: OFFICIAL SENSITIVE - Request for quotation

Thanks [REDACTED],

I guess at least we have a plan that's eminently transferrable.

Thanks for feedback

[REDACTED]

From: [REDACTED] [[mailto:\[REDACTED\]](#)]
Sent: 04 June 2015 11:18
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: OFFICIAL SENSITIVE - Request for quotation

Dear [REDACTED],

Thank you for responding so quickly to my request. [REDACTED]

[REDACTED]
[REDACTED] I will however need to get agreement from my colleagues at our next meeting on Monday 8th. As soon as I have their agreement I'll let you know.

Also just to keep you in the loop I have been told that there is another document that needs to be approved by the SL authorities before the samples are released so there is still some doubt as to whether the transfer will occur as planned on the 19th June 2015.

Kind regards

[REDACTED]

[REDACTED]

Public Health England (PHE)

[REDACTED]

Direct Tel: [REDACTED]

Mobile Tel: [REDACTED]

General Tel: [REDACTED]

Technical Support Tel: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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 Please consider the environment before printing this email.

From: [REDACTED] [[mailto:\[REDACTED\]](mailto:[REDACTED])]

Sent: 04 June 2015 10:28

To: [REDACTED]

Cc: [REDACTED]

Subject: RE: OFFICIAL SENSITIVE - Request for quotation

Folks,

We confirm we can meet the requirements of the Emergency plan and also we will plan the project around the risk assessment we did for the previous project plan.

A copy is attached and we have adapted it for this version of the project.

We can't supply a -20 Deg vehicle and given that the [REDACTED] we would question the value.

We have done some research into temperature stability of [REDACTED] at ambient temps and you will see from the attached data that once packed, even at summer temps (20-35Deg), we should be below [REDACTED] for [REDACTED]. Even at [REDACTED] we would still be below [REDACTED] Deg at >30Deg ambient.

I am not sure [REDACTED] in the vehicle will have much effect. We could flood the back of the van with CO2 pellets but by the time we have packed the van the vehicle will be back up to ambient. These boxes are so well insulated I am not sure the van temp is going to have any positive effect and the safest thing we can do is execute the transfer as quickly as possible with minimum disruption and that should be the focus of activities and contingencies.

As you will see from the plan we intend to provide [REDACTED] and a DGSA Manager for the whole operation.

We will have another [REDACTED] in the area on hold for the day just in case.

We will travel to the area [REDACTED] and wait [REDACTED] for advance notice of flight arrival.

Prior to the event we will establish routes and safe havens and get agreement with [REDACTED].

In the unlikely event of an incident [REDACTED] DGSA will take control of the Transport plan.

The cost for this would be [REDACTED] + VAT, which does include an element for technical planning and specialist advice.

We hope this meets your approval and look forward to executing a successful and safe project.

Best regards

From: [REDACTED] ([mailto:\[REDACTED\]](#))
Sent: 03 June 2015 18:16
To: [REDACTED]
Cc: [REDACTED]
Subject: OFFICIAL SENSITIVE - Request for quotation

Dear [REDACTED] and [REDACTED],

As discussed yesterday please can you provide a quotation and the details of how you propose to undertake the following:

1. On the 19th June 2015 (exact time to be determined) transfer up to 70 x [REDACTED] containing Category A samples from [REDACTED] to [REDACTED] in accordance with all necessary UK transport and health and safety Regulations. Please assume that the samples have already been authorised by UK customs and are ready for collection.
2. Meet the requirements of the attached Emergency Plan
3. The [REDACTED] are only specified to maintain a temperature of -20°C for [REDACTED]. Because it is expected that a proportion of this [REDACTED] will have been used while transferring the samples to [REDACTED] the timely transport of the samples to [REDACTED] is essential. In addition it would be ideal if [REDACTED] can provide one vehicle that will maintain the temperature of the 70 x [REDACTED] at [REDACTED] C should the [REDACTED] temperature control specification for the [REDACTED] be exceeded.
4. It would also be useful if [REDACTED] identified the documentation they require prior to receiving the samples.

Please feel free to call me if you have any queries or concerns

Kind regards

[Redacted]

[Redacted]
[Redacted]
[Redacted]
[Redacted]

Direct Tel: [Redacted]
Mobile Tel: [Redacted]
General Tel: [Redacted]
Technical Support Tel: [Redacted]

[Redacted]

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

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[REDACTED]

From: [REDACTED]
Sent: 08 June 2015 13:06
To: [REDACTED]
Cc: [REDACTED] @phe.gov.uk
Subject: RE: Official Sensitive: Questions from today's meeting

Hi [REDACTED],

All good questions. Answers below.

Kind regards,

[REDACTED]

[REDACTED]
[REDACTED]
Public Health England

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] @phe.gov.uk

Tel [REDACTED] Mobile: [REDACTED]
www.gov.uk/phe Follow us on Twitter @PHE_uk
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From: [REDACTED]
Sent: 08 June 2015 12:00
To: [REDACTED]
Subject: Official Sensitive: Questions from today's meeting

Hi [REDACTED],

Please can you help answer the following questions:

- A commercial courier will be used to transfer the samples- what is the name of the couriers? Do you have the details? In the event the media did become aware of the transfer we would need make sure they have the finalised reactive lines should they get any phone calls – [REDACTED] are the couriers – [REDACTED] has their details.
- Is there still going to be [REDACTED] police escort following the couriers on transportation from [REDACTED] [REDACTED] to [REDACTED] labs? Yes
- There was a walk through exercise mentioned planned for 12 June where is this taking place? [REDACTED] – It's not so much an exercise as discussion of arrangements. Do you want to attend?
- How many people will be on the plane? The crew plus one PHE colleague.
- Do I need to inform [REDACTED] [REDACTED] media office or are they aware about the transfer? They should know from their MOD colleagues involved in the project. [REDACTED] should be able to confirm this.

In addition, advise of the email address/phone number for [REDACTED] who was on the call this morning?

Many thanks

[REDACTED]

Communications Officer - [REDACTED]

Public Health England

[REDACTED] [@phe.gov.uk](mailto:[REDACTED]@phe.gov.uk)

Tel: [REDACTED]

www.gov.uk/phe

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[REDACTED]

From: [REDACTED]
Sent: 08 June 2015 09:06
To: [REDACTED] ([REDACTED]@phe.gov.uk)
Subject: FW: Sample Transfer from Kerrytown and Makeni to Port Loko are you ready to go?
Attachments: SOP Packaging version 2.docx

Hi [REDACTED]

Are you able to update this?

Thanks and best regards,

[REDACTED]

[REDACTED]
General Manager [REDACTED]
Public Health England

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] [@phe.gov.uk](mailto:[REDACTED]@phe.gov.uk)

Te [REDACTED] Mobile: [REDACTED]
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From: [REDACTED]
Sent: 06 June 2015 14:08
To: [REDACTED]
Cc: [REDACTED]
Subject: FW: Sample Transfer from Kerrytown and Makeni to Port Loko are you ready to go?

Dear [REDACTED],

As detailed below we are moving the samples in country this Tuesday 9th June if all goes well. Please could the Sample transfer document in 9.2 Appendix 2 be changed as follows for Monday please?

- 2 separate documents produced
- Heading changed to
 - Makeni to Port Loko
 - Kerrytown to Port Loko
- [REDACTED] labelled
 - MK1 etc for Makeni spreadsheet
 - KT1 etc for Kerrytown spreadsheet
- Received onto C17 changed to
 - Received in PL lab for both spreadsheets
- Received by UK courier changed to
 - Samples put into PL [REDACTED] freezer
- Delete received by PHE [REDACTED] column
- Comments originating lab
 - Should be KT for KT spreadsheet

- MK for MK spreadsheet
- Signed, name and date box at the bottom to include time

Thank you for your help in facilitating this and sorry I could not do it from this end as the document appears read only as it probably should!

Kind regards

██████████

PHE In-country Laboratory Lead

Sierra Leone

Tel: ██████████

From: ██████████
Sent: 06 June 2015 13:56

To: ██████████
 ██████████ ; ██████████ (NHS) ██████████

Cc: ██████████

Subject: Sample Transfer from Kerrytown and Makeni to Port Loko are you ready to go?

Dear all,

Just to confirm that the ██████████ freezer was successfully moved from ISAT to Port Loko Thursday, it is holding ██████████ well and we are ready for phase 2 of the operation to move the samples in country from Kerrytown and Makeni to Port Loko.

We should have 55 MoD ██████████ between us (grey inserts indicated ██████████)
 50 ██████████ moved from ISAT to Port Loko on 4/6/15 which are in the research tent.
 We have 3 ██████████ at Kerrytown and 2 ██████████ at Makeni

We are planning to move the samples on Tuesday 9th June 2015, the samples will be collected by myself with an escort from the MoH for which I need a spill kit, PPE and a "Chain of evidence" form which we will need to complete (PHE UK to adapt for our use). I am unsure as yet whether we will go to Makeni or Kerrytown first, I would presume Kerrytown but depends on the driver. I would imagine our ETA will be late afternoon.

Please note that for the in-country move specimens will not be packaged in the Pathopouch boxes but will be put in their double bagged, swan necked condition directly into the ██████████ for transfer. All have been decontaminated prior to freezing.

At present we are planning on transfer of ██████████ of the samples and the most sensible option would be to send 3 boxes, keep 1 box, send 3, keep 1 etc throughout the period of collection at each site. I am aware that sites have stored their samples differently i.e. separated bloods from swabs or stored them together. If you have stored bloods separate these are the samples that need to be transferred, if you have stored bloods and swabs mixed do not separate and treat all boxes as though they are to be transferred using the same algorithm for transfer. There are discussions at present for us to transfer as much as possible but this has not been confirmed so please continue with the ██████████ that we are aware of.

Actions that I need please from you are:-

KERRYTOWN AND MAKENI

- Absolute confirmation that you will be ready with your x100 boxes for a move on Tuesday 9th June
- Absolute confirmation of how many x100 boxes you now have in TOTAL

- Confirmation that you have completed a “Package contents form” on Page 11 of the attached SOP for each of the x100 boxes and that it is clear which form relates to which box ie. They are clearly labelled KTA1, M1 etc.
- Confirm whether these boxes are just primary blood samples or mixed with swabs
- Can you both get ready a spill kit and PPE for me please
- Ensure that all [REDACTED] freezer inserts for the transfer boxes are put into the [REDACTED] freezer AT LEAST 24 hours before Tuesday 9th June as per guidelines and record the date and time you put them in the freezer. If you are using [REDACTED] inserts this also applies.
- Ensure that you have some yellow clinical waste bags that we can put the [REDACTED] into prior to transfer to the vehicle.

KERRYTOWN

- Can you confirm that you have spoken to SAVE to inform them of the operation to be performed on Tuesday and that we will be taking specimens off site with MoH escort-**if you can give me email details I will confirm to them by email.**
- Can you confirm that security on site are aware of the vehicle coming on site and that they will be collecting samples – do this at the last minute to not arouse interest
- You have 3 grey lined [REDACTED] ensure these are enough for the transfer by measuring how many x100 boxes double bagged and swan necked you can safely get in. If necessary you can use [REDACTED] white lined boxes for the in-country move.. Confirm that you have sufficient boxes for the transfer.

MAKENI

- [REDACTED] [REDACTED] if you do not have enough room to freeze the grey [REDACTED] We are not aware at Makeni where the owners of these samples are sited however I believe that there is available [REDACTED] freezer space where they can be stored temporarily before return to [REDACTED] when the samples have been moved.
- Can you confirm that you have spoken to IMC to inform them of the operation to be performed on Tuesday and that we will be taking specimens off site with MoH escort-**if you can give me email details I will confirm to them by email**
- Can you confirm that security on site are aware of the vehicle coming on site and that they will be collecting samples – do this at the last minute to not arouse interest
- You have 2 grey lined [REDACTED] ensure these are enough for the transfer by measuring how many x100 boxes double bagged and swan necked you can safely get in. If necessary you can use [REDACTED] white lined boxes for the in-country move. Confirm that you have sufficient boxes for the transfer.

PORT LOKO

- Can you confirm that you have spoken to [REDACTED] at GOAL to inform her of the operation to be performed on Tuesday and that we will be delivering specimens from KT and MK to PL – **I will also email [REDACTED]**
- Can you ensure that you have sufficient available room in the specimen freezer in the research tent to put these specimens, they could go in the new freezer but the plan is to use this for the grey [REDACTED] insert freeze which will take a total of 60 full inserts.
- Can you confirm that security on site are aware of the vehicle coming on site and that they will be delivering samples – do this at the last minute to not arouse interest

I have altered the Project Plan to reflect all we have achieved so far and will communicate this to PHE managers today.

Dear [REDACTED] and [REDACTED],

As we are now moving samples in-country as a separate exercise to the move to the UK please could we have the sample transfer form amended to reflect this, I did attempt to do this but is a read only document? I will send an email separately with how we would wish them to appear.

Kind regards

Thank you all for your help.

Kind regards

PHE In-country Laboratory Lead

Sierra Leone

Tel: [REDACTED]

Dr [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
T: + [REDACTED]
F: + [REDACTED]
E: [REDACTED] [@phe.gov.uk](mailto:[REDACTED]@phe.gov.uk)
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[REDACTED]

From: [REDACTED]
Sent: 12 June 2015 17:38
To: [REDACTED]; [REDACTED] [REDACTED]@[REDACTED].pnn.police.uk)
Subject: OFFICIAL SENSITIVE: STP Project
Attachments: 4.5a UK road Transport Plan.xlsx; 4.5b Security Risk Assessment Form v00 02.doc; 4.5c UK transport Emergency Arrangements v00 03 2015 03 19.doc; 4.5d PHE UK transport Outline Plan v00 03 2015 03 19.doc; PHE sample transfer comms plan June.docx; STP comms list 2015 06 10.docx

Importance: High
Sensitivity: Confidential

Hi [REDACTED] / [REDACTED],

As per our conversations previously and bringing you up to date, the STP project is now highly likely to take place next week with an expected arrival time of around 02:50 BST on 20th June at [REDACTED].

The UK transfer is being supported by [REDACTED] / [REDACTED] using Op [REDACTED].

Routes expected from [REDACTED] (waiting for [REDACTED] to confirm) as below:

The primary route [REDACTED]

The alternate uses [REDACTED].

For security and access [REDACTED].

Primary Route

Depart [REDACTED] on the [REDACTED]

towards [REDACTED]

towards [REDACTED]

towards [REDACTED]

to [REDACTED]

Alternate Route

Depart [REDACTED]

towards [REDACTED]

towards [REDACTED]

towards [REDACTED]

to [REDACTED]

Alternative airport would be [REDACTED], route as below:

Leave [REDACTED].

[REDACTED]

1.

[REDACTED]

PHE has the lead on the comms plan, with FCO, MOD and Home Office colleagues bought in (draft attached – being finalised over next couple of days). NaCTSO and [REDACTED] are aware and most likely to contact [REDACTED] on Monday to confirm local arrangements in place for the transport in the event of an issue.

I am in a planning meeting until lunchtime on Monday, but can be reached after 13:00 or if anything comes up over the weekend I have my mobile and emails to hand.

Thanks and best regards,

[REDACTED]

[REDACTED]

[REDACTED]

Public Health England

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [@phe.gov.uk](mailto:[REDACTED]@phe.gov.uk)

Tel [REDACTED] Mobile: [REDACTED]

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From: [REDACTED]
Sent: 16 June 2015 10:13
To: Air-2Gp AM A4OpsLogs SO3 ([REDACTED] Flt Lt); [REDACTED]
[REDACTED]; BZN-AMS-Air Cargo OC [REDACTED] Flt
Lt; [REDACTED]; Air-Ops-A3 Ops Attack SO2 ([REDACTED] Sqn Ldr); IOS-
GRITROCK-MEDPLANSSO2; IOS-GRITROCK-J1J4SO3; IOS-GRITROCK-J4RAFMov;
PJHQ-J3-AIR8-SO2 ([REDACTED] Sqn Ldr)
Cc: [REDACTED]
Subject: RE: 20150615 - PHE Sample Transfer project

Hi [REDACTED]

I've noted the times and the following [REDACTED] personnel & vehicles will be at [REDACTED] for the collection:

[REDACTED] employee name	Company mobile tel. no.	Vehicle type	registration
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	Passenger in above	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED] (direct)
[REDACTED] (main)

From: Air-2Gp AM A4OpsLogs SO3 ([REDACTED] Flt Lt) [mailto:[REDACTED]
[REDACTED]@mod.uk]
Sent: 15 June 2015 18:35
To: [REDACTED]; BZN-AMS-Air Cargo OC ([REDACTED]
[REDACTED] Flt Lt); [REDACTED]; Air-Ops-A3 Ops Attack SO2 ([REDACTED] Sqn Ldr); IOS-
GRITROCK-MEDPLANSSO2; IOS-GRITROCK-J1J4SO3; IOS-GRITROCK-J4RAFMov; PJHQ-J3-
AIR8-SO2 ([REDACTED] Sqn Ldr)
Cc: [REDACTED]
Subject: 20150615 - PHE Sample Transfer project

Hi [REDACTED],

Thanks for the update below from Friday. Please see annotations and the aircraft schedule below:

Current International Time Zones: UK([REDACTED]) – ZULU plus 1; Ascension (ASI) – ZULU; SL (FNA) –
ZULU; Falklands (MPA) – ZULU minus 3.

ROUTE ITINERARY – all times in ZULU.

Depart MPN 18/06/15 12:10
Arrive ASI 18/06/15 20:10
Depart ASI 19/06/15 13:10
Arrive FNA 19/06/15 15:40
Depart FNA 19/06/15 17:40
Arrive [REDACTED] 20/06/15 00:50

The aircraft arrives at [REDACTED] at 01:50 LOCAL. All parties to be in place no later than 0100 LOCAL.

I've got [REDACTED] as the escort for PHE and Cpl [REDACTED] as the escort for MOD on the aircraft; [REDACTED] for PHE and [REDACTED] for MOD will be the UK escorts and will meet the aircraft and take custody of the samples for transport to [REDACTED].

There will also be a Defence courier and Lt Col [REDACTED] as passengers on board.

List of personnel for [REDACTED] Guardroom – please annotate accordingly:

Mr [REDACTED] – MOD
[REDACTED] – tbc
[REDACTED] – tbc

[REDACTED] – PHE
[REDACTED] – PHE
[REDACTED]

I am out of the office for most of the day tomorrow but will pick up emails at the end of the day.

Regards,

[REDACTED]

Mil: [REDACTED] | Civ: [REDACTED] | DII [REDACTED] [@mod.uk](mailto:[REDACTED]@mod.uk) | Personal
[REDACTED] [@mod.uk](mailto:[REDACTED]@mod.uk) |

From: [REDACTED] [[mailto:\[REDACTED\]@phe.gov.uk](mailto:[REDACTED]@phe.gov.uk)]

Sent: 15 June 2015 09:16

To: [REDACTED]; Air-2Gp AM A4OpsLogs SO3 ([REDACTED] Flt Lt); BZN-AMS-Air Cargo OC ([REDACTED] Flt Lt); [REDACTED]; [REDACTED]
[REDACTED]

Cc: [REDACTED]

Subject: Notes from our meeting last Friday

Dear all,

Apologies for the informal nature of these meeting notes but I thought it better to get something out than nothing. Any queries, comments, additions welcome:

Sierra Leone

1. Confirmation required about how the samples will get to airport in SL UK MOD transport is being used to transport all the freight from Lab to Airport.
2. Sgt [REDACTED] won't witness the packing of the boxes as he will be required at the airport

3. When does [REDACTED] take responsibility for the samples?
4. [REDACTED] will need briefing on his responsibilities, chain of custody and hand over arrangements at [REDACTED]

Air transport & [REDACTED]

5. Need to ensure all transport times are identified in GMT (Zulu) time to prevent confusion. MOD to resend planned timetable. See above.
6. [REDACTED] had a list of actions which included confirm arrive local time [REDACTED] aircraft at 0150 Local, staff in by 0100 Local, liaise with guard house for arrivals on Saturday putting list of personnel together for them (see above).
7. [REDACTED]
8. [REDACTED]
9. Contact algorithm with two start names ([REDACTED] & [REDACTED]) – there is an information cascade diagram in the FRAGO (to be released) which includes [REDACTED] and [REDACTED] in the UK. The Op GRITROCK Battle Captain ([REDACTED]) is on the distribution list for Th.
10. [REDACTED] to provide list of people and vehicle that will arrive at [REDACTED] by Wednesday. Personnel to arrive one hour in advance of eta.
11. PHE to confirm we are OK with [REDACTED] as back-up – **please confirm asap**
12. MOD will let PHE know when C-17 departed Ascension Island and Sierra Leone – points of contact will be [REDACTED] for PHE and [REDACTED]. They to then cascade down their own chains. Their phone numbers have been included on the distribution list (within the PJHQ FRAGO) to be released asap – waiting on (11).
13. The risk assessment needs modifications around diversion, delay
14. Amend risk assessment PHE for RAF load handlers weight limit – max per item is 32 Kg (standard max handling weights).
15. emails to include [REDACTED] air wing? – cc'd above.
16. Consequence of flight arrival needs conveying on to [REDACTED] receipt team.
17. [REDACTED] to provide escort for convoy through [REDACTED] site on the night

UK

18. [REDACTED] will travel up with [REDACTED] and return in MOD vehicle [REDACTED] to arrange, also to bring own spill kit
19. [REDACTED] & [REDACTED] will need briefing on their responsibilities, chain of custody and hand over arrangements at [REDACTED]
20. Confirm [REDACTED] onward travel arrangements
21. [REDACTED] do you have a record of your actions?
22. [REDACTED] to contact HSE re alternative route if diverted.
23. [REDACTED] to ensure NATSCO notified
24. How do we get the final check on everything is ok with route through UK?

Kind regards

[REDACTED]

[REDACTED]

Public Health England (PHE)
[REDACTED] [@phe.gov.uk](mailto:[REDACTED]@phe.gov.uk)

Direct Tel: [REDACTED]


Mobile Tel: [REDACTED]
General Tel: [REDACTED]
Technical Support Tel: [REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

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[REDACTED]

From: [REDACTED]
Sent: 16 June 2015 10:19
To: Ops Dir-DCMC-Op Gritrock (MULTIUSER); [REDACTED]; Air-Ops-A3 Ops Attack SO2 [REDACTED] Sqn Ldr; [REDACTED]
Cc: Air-2Gp AM A4OpsLogs SO3 ([REDACTED] Flt Lt); [REDACTED]; [REDACTED]; BZN-AMS-Air Cargo OC ([REDACTED] Flt Lt); [REDACTED]; [REDACTED]; IOS-GRITROCK-MEDPLANSSO2; IOS-GRITROCK-J1J4SO3; IOS-GRITROCK-J4RAFMOV; PJHQ-J3-AIR8-SO2 ([REDACTED] Sqn Ldr); Army CapInfo-ComdSp-i2-Dev-SO2 ([REDACTED] Maj); Air-Ops-A3 Ops Gp Mailbox (MULTIUSER); [REDACTED]@fco.gov.uk
Subject: RE: 20150615 - PHE Sample Transfer project

Dear all,

[REDACTED] of BHC is clearing the ONS today, he has the export licence which was signed yesterday. He should have an answer on this today and will send scanned copies of the documents to appropriate personnel.

Kind regards

[REDACTED]

From: Ops Dir-DCMC-Op Gritrock (MULTIUSER) [mailto:[REDACTED]@mod.uk]
Sent: 16 June 2015 09:43
To: [REDACTED]; Air-Ops-A3 Ops Attack SO2 [REDACTED] Sqn Ldr; [REDACTED]
Cc: [REDACTED]; Air-2Gp AM A4OpsLogs SO3 ([REDACTED] Flt Lt); [REDACTED]; [REDACTED]; BZN-AMS-Air Cargo OC ([REDACTED] Flt Lt); [REDACTED]; [REDACTED]; IOS-GRITROCK-MEDPLANSSO2; IOS-GRITROCK-J1J4SO3; IOS-GRITROCK-J4RAFMOV; PJHQ-J3-AIR8-SO2 ([REDACTED] Sqn Ldr); Army CapInfo-ComdSp-i2-Dev-SO2 ([REDACTED] Maj); Ops Dir-DCMC-Op Gritrock (MULTIUSER); Air-Ops-A3 Ops Gp Mailbox (MULTIUSER)
Subject: RE: 20150615 - PHE Sample Transfer project

Thank you for this update [REDACTED];

As far as I can see, the final piece to slot into place is the ONS approval to remove the samples from theatre. I know that work is ongoing since the weekend. Can you estimate a completion date/time?

Home team, we have our plan in place. Please come back to me if there are any issues or concerns as we close out the last details this week.

[REDACTED]

Maj [REDACTED] MSc - Africa Crisis - Op GRITROCK Team | Operations Directorate | Ministry of Defence | Whitehall London | SW1A 2HB | Mil Tel: [REDACTED] | Tel: [REDACTED] | DII REST: Ops Dir-DCMC-DCMO-CRISIS014 | [REDACTED]

From: [REDACTED] [mailto:[REDACTED]@phe.gov.uk]
Sent: 16 June 2015 09:27
To: Air-Ops-A3 Ops Attack SO2 ([REDACTED] Sqn Ldr); [REDACTED]
Cc: [REDACTED]; Air-2Gp AM A4OpsLogs SO3 ([REDACTED] Flt Lt); [REDACTED]; [REDACTED]; BZN-AMS-Air Cargo OC ([REDACTED] Flt Lt); [REDACTED]; [REDACTED]; IOS-GRITROCK-MEDPLANSSO2; IOS-GRITROCK-J1J4SO3; IOS-GRITROCK-J4RAFMOV; PJHQ-J3-AIR8-SO2 ([REDACTED] Ldr); Army CapInfo-ComdSp-i2-Dev-SO2 ([REDACTED] Maj); Ops Dir-DCMC-Op Gritrock (MULTIUSER); Air-Ops-A3 Ops Gp Mailbox (MULTIUSER)
Subject: RE: 20150615 - PHE Sample Transfer project

Dear [REDACTED],

HSE have approved our CBA1 [REDACTED], so that would suggest we are ok to use it.

Kind regards,

[REDACTED]

[REDACTED]

[REDACTED],
Public Health England

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [@phe.gov.uk](mailto:[REDACTED]@phe.gov.uk)

Tel [REDACTED] Mobile: [REDACTED]

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From: Air-Ops-A3 Ops Attack SO2 ([REDACTED] Sqn Ldr) [[mailto:\[REDACTED\]@mod.uk](mailto:[REDACTED]@mod.uk)]

Sent: 16 June 2015 09:24

To: [REDACTED]

Cc: [REDACTED]; [REDACTED]; Air-2Gp AM A4OpsLogs SO3 ([REDACTED] Flt Lt); [REDACTED];
[REDACTED] BZN-AMS-Air Cargo OC ([REDACTED] Flt Lt); [REDACTED];
[REDACTED]; IOS-GRITROCK-MEDPLANSSO2; IOS-GRITROCK-J1J4SO3; IOS-GRITROCK-
J4RAFMOV; PJHQ-J3-AIR8-SO2 ([REDACTED] Sqn Ldr); Army CapInfo-ComdSp-i2-Dev-SO2 ([REDACTED]
Maj); Ops Dir-DCMC-Op Gritrock (MULTIUSER); Air-Ops-A3 Ops Gp Mailbox (MULTIUSER)

Subject: RE: 20150615 - PHE Sample Transfer project

[REDACTED],

What is your estimate for gaining HSE approval for [REDACTED]? I have [REDACTED] on standby still and will need to release them shortly (today).

Many thanks,

[REDACTED]

Sqn Ldr [REDACTED] | A3 Ops SO2 - Attack | Hurricane Block | RAF High Wycombe | Buckinghamshire | HP14 4UE | [REDACTED]
[REDACTED] | [REDACTED] | SSS [REDACTED] [REDACTED]

<hr< U1:PLACE=""> size=2 width="100%" align=center tabindex=-1>

From: [REDACTED] [[mailto:\[REDACTED\]](mailto:[REDACTED])]

Sent: 16 June 2015 08:12

To: Air-2Gp AM A4OpsLogs SO3 ([REDACTED] Flt Lt); [REDACTED]; BZN-AMS-
Air Cargo OC ([REDACTED] Flt Lt); [REDACTED]; Air-Ops-A3 Ops Attack
SO2 ([REDACTED] Sqn Ldr); IOS-GRITROCK-MEDPLANSSO2; IOS-GRITROCK-J1J4SO3; IOS-GRITROCK-J4RAFMOV;
PJHQ-J3-AIR8-SO2 ([REDACTED] Sqn Ldr)

Cc: [REDACTED]

Subject: RE: 20150615 - PHE Sample Transfer project

Many thanks [REDACTED],

In the project meeting yesterday and subject to HSE approval, PHE agreed to use [REDACTED]
as back-up to [REDACTED] in the unlikely event that [REDACTED] was unavailable.

I will ensure you get the [REDACTED] courier personnel names and vehicle registration numbers by tomorrow

Kind regards

[REDACTED]

[REDACTED]

Public Health England (PHE)

[REDACTED]

Direct Tel: [REDACTED]

Mobile Tel: [REDACTED]

General Tel: [REDACTED]

Technical Support Tel: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Please consider the environment before printing this email.

From: Air-2Gp AM A4OpsLogs SO3 ([REDACTED] Flt Lt) [[mailto:\[REDACTED\]@mod.uk](mailto:[REDACTED]@mod.uk)]

Sent: 15 June 2015 18:35

To: [REDACTED]; BZN-AMS-Air Cargo OC ([REDACTED] Flt Lt);
[REDACTED]; Air-Ops-A3 Ops Attack SO2 ([REDACTED] Sqn Ldr); IOS-GRITROCK-MEDPLANSO2; IOS-GRITROCK-J1J4SO3; IOS-GRITROCK-J4RAFMV; PJHQ-J3-AIR8-SO2 ([REDACTED] Sqn Ldr)

Cc: [REDACTED]

Subject: 20150615 - PHE Sample Transfer project

Hi [REDACTED],

Thanks for the update below from Friday. Please see annotations and the aircraft schedule below:

Current International Time Zones: UK([REDACTED]) – ZULU plus 1; Ascension (ASI) – ZULU; SL (FNA) – ZULU; Falklands (MPA) – ZULU minus 3.

ROUTE ITINERARY – all times in ZULU.

Depart MPN 18/06/15 12:10

Arrive ASI 18/06/15 20:10

Depart ASI 19/06/15 13:10

Arrive FNA 19/06/15 15:40

Depart FNA 19/06/15 17:40

Arrive [REDACTED] 20/06/15 00:50

The aircraft arrives at [REDACTED] at 01:50 LOCAL. All parties to be in place no later than 0100 LOCAL.

I've got [REDACTED] as the escort for PHE and Cpl [REDACTED] as the escort for MOD on the aircraft; [REDACTED] for PHE and [REDACTED] for MOD will be the UK escorts and will meet the aircraft and take custody of the samples for transport to [REDACTED].

There will also be a Defence courier and Lt Col [REDACTED] as passengers on board.

List of personnel for [REDACTED] Guardroom – please annotate accordingly:

Mr [REDACTED] – MOD
[REDACTED] – tbc
[REDACTED] – tbc

[REDACTED] – PHE
[REDACTED] – PHE
[REDACTED] – [REDACTED]

I am out of the office for most of the day tomorrow but will pick up emails at the end of the day.

Regards,

[REDACTED]

Mil: [REDACTED] | Civ: [REDACTED] | DII: [REDACTED] @mod.uk | Personal
[REDACTED] @mod.uk |

From: [REDACTED] [mailto:[REDACTED]@phe.gov.uk]

Sent: 15 June 2015 09:16

To: [REDACTED]; Air-2Gp AM A4OpsLogs SO3 [REDACTED] Flt Lt); BZN-AMS-Air Cargo OC ([REDACTED] Flt Lt); [REDACTED]

Cc: [REDACTED]
Subject: Notes from our meeting last Friday

Dear all,

Apologies for the informal nature of these meeting notes but I thought it better to get something out than nothing. Any queries, comments, additions welcome:

Sierra Leone

1. Confirmation required about how the samples will get to airport in SL **UK MOD transport is being used to transport all the freight from Lab to Airport.**
2. Sgt [REDACTED] won't witness the packing of the boxes as he will be required at the airport
3. When does [REDACTED] take responsibility for the samples?
4. [REDACTED] will need briefing on his responsibilities, chain of custody and hand over arrangements at [REDACTED]

Air transport & [REDACTED]

5. Need to ensure all transport times are identified in GMT (Zulu) time to prevent confusion. MOD to resend planned timetable. **See above.**
6. [REDACTED] had a list of actions which included confirm arrive local time [REDACTED] aircraft at 0150 Local, staff in by 0100 Local, liaise with guard house for arrivals on Saturday **putting list of personnel together for them (see above).**
7. [REDACTED]
8. [REDACTED]
9. Contact algorithm with two start names ([REDACTED] & [REDACTED]) – **there is an information cascade diagram in the FRAGO (to be released) which includes [REDACTED] and [REDACTED] in the UK. The Op GRITROCK Battle Captain ([REDACTED]) is on the distribution list for Th.**
10. [REDACTED] to provide list of people and vehicle that will arrive at [REDACTED] by Wednesday. Personnel to arrive one hour in advance of eta.
11. PHE to confirm we are OK with [REDACTED] as back-up – **please confirm asap**
12. MOD will let PHE know when C-17 departed Ascension Island and Sierra Leone – **points of contact will be [REDACTED] for PHE and [REDACTED]. They to then cascade down their own chains. Their phone**

numbers have been included on the distribution list (within the PJHQ FRAGO) to be released asap – waiting on (11).

13. The risk assessment needs modifications around diversion, delay
14. Amend risk assessment PHE for [REDACTED] load handlers weight limit – max per item is 32 Kg (standard max handling weights).
15. emails to include [REDACTED] air wing? – cc'd above.
16. Consequence of flight arrival needs conveying on to [REDACTED] receipt team.
17. [REDACTED] to provide escort for convoy through [REDACTED] site on the night

UK

18. [REDACTED] will travel up with [REDACTED] and return in MOD vehicle [REDACTED] to arrange, also to bring own spill kit
19. [REDACTED] & [REDACTED] will need briefing on their responsibilities, chain of custody and hand over arrangements at [REDACTED]
20. Confirm [REDACTED] onward travel arrangements
21. [REDACTED] do you have a record of your actions?
22. [REDACTED] to contact HSE re alternative route if diverted.
23. [REDACTED] to ensure NATSCO notified
24. How do we get the final check on everything is ok with route through UK?

Kind regards

[REDACTED]

[REDACTED]
[REDACTED]

Public Health England (PHE)

[REDACTED]

Direct Tel: [REDACTED]
Mobile Tel: [REDACTED]
General Tel: [REDACTED]
Technical Support Tel: [REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

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[REDACTED]

From: [REDACTED]
Sent: 16 June 2015 09:34
To: [REDACTED] [REDACTED]@phe.gov.uk
Subject: FW: [UK OFFICIAL] OFFICIAL SENSITIVE: UK Travel plan

Sensitivity: Confidential

Hi [REDACTED],

[REDACTED] info for [REDACTED]. I will send [REDACTED] the additional route info in a sec

Over and out

[REDACTED]
[REDACTED]
Public Health England

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]@phe.gov.uk

Tel [REDACTED] Mobile: [REDACTED]
www.gov.uk/phe Follow us on Twitter @PHE_uk
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From: [REDACTED] [mailto:[REDACTED]]
Sent: 16 June 2015 09:30
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: [UK OFFICIAL] OFFICIAL SENSITIVE: UK Travel plan
Sensitivity: Confidential

Classification: UK OFFICIAL

Handling Instruction: *OPEN SOURCE - This email contains information that is available from open sources*

[REDACTED],

The travel plan to [REDACTED] is fine, [REDACTED] I do not have a travel plan for the alternative airport, can you also forward that to me.

The officers assisting with this [REDACTED] escort are PC [REDACTED] and PC [REDACTED]. The [REDACTED] vehicles we are using are [REDACTED] and a [REDACTED], we will be leaving [REDACTED] at approx. [REDACTED].

Regards

[REDACTED]
Inspector

Deputy Senior Police Officer

Tel No. [REDACTED]

Mob No. [REDACTED]

From: [REDACTED] [mailto:[REDACTED]@phe.gov.uk]

Sent: 15 June 2015 17:05

To: [REDACTED]

Subject: OFFICIAL SENSITIVE: UK Travel plan

Importance: High

Sensitivity: Confidential

Dear colleagues,

We recently sent the PHE proposed UK travel plan, including routes, for comments.

Are you able to confirm these were satisfactory and that you have also received the route for the alternative airport (in case of diversion)?

NaCTSO enquired earlier about these plans and whether you had any comments, particularly in relation to the [REDACTED]

Thanks and best regards,

[REDACTED]
[REDACTED]
[REDACTED]
Public Health England

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]@phe.gov.uk

Tel [REDACTED] Mobile: [REDACTED]

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"If you are not the intended recipient, please remove it from your system and notify the author of the email and [REDACTED]"

[REDACTED]

From: [REDACTED]
Sent: 17 June 2015 12:04
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: [UK OFFICIAL] [REDACTED] confirmation

Thanks everyone,

Message received.

Kind regards,

[REDACTED]

[REDACTED]
[REDACTED]
Public Health England

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] [@phe.gov.uk](mailto:[REDACTED]@phe.gov.uk)

Tel [REDACTED] Mobile: [REDACTED]
www.gov.uk/phe Follow us on Twitter @PHE_uk
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From: [REDACTED] [mailto:[REDACTED]]
Sent: 17 June 2015 12:01
To: [REDACTED]
Cc: [REDACTED]
Subject: [UK OFFICIAL] [REDACTED] confirmation

Classification: UK OFFICIAL

[REDACTED]

FYI - [REDACTED] has confirmed he will be able to provide [REDACTED] escort for the revised arrival time, at [REDACTED], of 21.40.
Regards

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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[REDACTED]

From: [REDACTED]
Sent: 18 June 2015 17:10
To: [REDACTED] [REDACTED]@phe.gov.uk
Subject: FW: 20150615 - PHE Sample Transfer project REVISED TIMINGS

[REDACTED]
[REDACTED]
Public Health England

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]@phe.gov.uk
Tel: [REDACTED] Mobile: [REDACTED]
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From: Air-2Gp AM A4OpsLogs SO3 ([REDACTED] Flt Lt) [mailto:[REDACTED]@mod.uk]
Sent: 16 June 2015 18:21
To: [REDACTED]
[REDACTED]; IOS-GRITROCK-MEDPLANSSO2; IOS-GRITROCK-J1J4SO3; IOS-GRITROCK-J4RAFMV; PJHQ-J3-AIR8-SO2 ([REDACTED] Sqn Ldr); BZN-AMS-Air Cargo OC ([REDACTED] Flt Lt)
Cc: [REDACTED]; Air-Ops-A3 Ops Attack SO2 ([REDACTED] Sqn Ldr)
Subject: RE: 20150615 - PHE Sample Transfer project REVISED TIMINGS

All,

Due to technical issues, the C17 has been delayed. Please see the revised dates and timings below and distribute accordingly.

Current International Time Zones: UK([REDACTED]) – ZULU plus 1; Ascension (ASI) – ZULU; SL (FNA) – ZULU; Falklands (MPA) – ZULU minus 3.

ROUTE ITINERARY – all times in ZULU.

Depart MPN ~~19/06/15 12:40~~ **1430**
Arrive ASI ~~19/06/15 20:40~~ **2230**
Depart ASI ~~21/06/15 13:40~~ **0900**
Arrive FNA ~~21/06/15 15:40~~ **1130**
Depart FNA ~~21/06/15 17:40~~ **1330**
Arrive [REDACTED] ~~21/06/15 00:50~~ **2040**

The aircraft arrives at [REDACTED] at ~~04:50~~ **2140 LOCAL on Sunday 21 June**. All parties to be in place no later than **1 hour before**.

Regards,

[REDACTED]

Mil: [REDACTED] | Civ: [REDACTED] | DII: [REDACTED] [@mod.uk](#) |
Personal [REDACTED] [@mod.uk](#) |

[REDACTED]

From: [REDACTED]
Sent: 19 June 2015 11:57
To: [REDACTED]; [REDACTED]@mod.uk; [REDACTED]; [REDACTED]@mod.uk; [REDACTED]@mod.uk
Subject: RE: Official Sensitive - STP timings

Thanks [REDACTED],

Kind regards,

[REDACTED]

[REDACTED]
[REDACTED]
Public Health England

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]@phe.gov.uk
Tel [REDACTED] Mobile: [REDACTED]
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From: [REDACTED]
Sent: 19 June 2015 11:40
To: [REDACTED]; [REDACTED] Maj [REDACTED]@mod.uk; [REDACTED]; [REDACTED] Sq Ldr [REDACTED]@mod.uk; [REDACTED]@mod.uk; [REDACTED]@mod.uk
Subject: RE: Official Sensitive - STP timings

This looks fine from our end [REDACTED], Major [REDACTED] said yesterday that the MoD will arrive at 07:30 but loading does not have to be then and could be up to 09:30 as this was the planned time of leaving however I doubt that I will sleep and so plan to have all packed and ready for collection at 07:30.
Kind regards
[REDACTED]

Dr [REDACTED]
[REDACTED]
Public Health [REDACTED]
[REDACTED]
[REDACTED]
T: [REDACTED]
F: [REDACTED]
E: [REDACTED]@phe.gov.uk
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From: [REDACTED]

Sent: 19 June 2015 11:33

To:

[REDACTED] Maj [REDACTED] (@mod.uk);
[REDACTED] Sq Ldr [REDACTED] (@mod.uk);
[REDACTED]; [REDACTED] @ [REDACTED].mod.uk)

Subject: RE: Official Sensitive - STP timings

Dear colleagues,

Attached is my understanding of the timings for the move this weekend. I have used for this the original schedule provided by [REDACTED] and the updated flight schedule provided by [REDACTED].

Could everyone review and confirm these times are correct?

Thanks and best regards,

[REDACTED]

[REDACTED]

[REDACTED]

Public Health England

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] @phe.gov.uk

Tel [REDACTED] Mobile: [REDACTED]

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[REDACTED]

From: [REDACTED]
Sent: 21 June 2015 16:52
To: IOS-GRITROCK-MEDPLANSSO2
Cc: [REDACTED]@fco.gsi.gov.uk; IOS-GRITROCK-COMDMED; IOS-GRITROCK-MEDLOGSO3; IOS-GRITROCK-J3/5SO2; [REDACTED]@fco.gov.uk; IOS-GRITROCK-J1J4SO3; IOS-GRITROCK-COS; IOS-GRITROCK-DCOS; IOS-GRITROCK-J4RAFMOV; IOS-GRITROCK-MEDIASO2; Air-2Gp AM A4OpsLogs SO3 [REDACTED] [REDACTED] Flt Lt); IOS-GRITROCK-J3O&D; [REDACTED]; PJHQ-J3-AIR8-SO2 [REDACTED] Sqn Ldr); Ops Dir-DCMC-Op Gritrock
Subject: Re: 20150621-Sample Move

Thanks everyone,

Best regards

[REDACTED]

Sent from my iPhone

On 21 Jun 2015, at 14:46, IOS-GRITROCK-MEDPLANSSO2 <[REDACTED]@[REDACTED].MOD.UK> wrote:

[REDACTED], [REDACTED], [REDACTED]

I can confirm that the C17, has departed FNA at 1340 local en route to [REDACTED].

Formal reporting requirements will be carried out by the HQ CJIATF Battle Captain in accordance with the PJHQ FragO.

Regards

[REDACTED]

MAJ [REDACTED] | SO2 MED PLANS | CJIATF | OP GRITROCK | E Mail: [REDACTED]
[REDACTED] | Mil: [REDACTED] | Mobile: [REDACTED]

[REDACTED]

From: [REDACTED]
Sent: 21 June 2015 14:20
To: [REDACTED]
Cc: IOS-GRITROCK-MEDPLANSSO2; [REDACTED]; [REDACTED];
IOS-GRITROCK-MEDLOGSO3; IOS-GRITROCK-J3/5SO2
Subject: Re: Call re export permit OFFICIAL

Sent from my iPhone

On 21 Jun 2015, at 10:20, [REDACTED] <[REDACTED]@phe.gov.uk> wrote:

Convoy has just left Port Loko.
Kind regards
[REDACTED]

Sent from my iPad

On 20 Jun 2015, at 19:33, IOS-GRITROCK-MEDPLANSSO2 <[REDACTED]@[REDACTED].MOD.UK> wrote:

[REDACTED]

The sample packet will arrive at FNA at 1000. Including the PHE Escort and the Mil BMS there will be a total of 10 personnel in that packet.

At the airport to meet them from an Op GRITROCK perspective will be the two RAF Movers, Sgts [REDACTED] and [REDACTED] and RLC Mover, Sgt [REDACTED].

Cheers

[REDACTED]

MAJ [REDACTED] | SO2 MED PLANS | CJIATF | OP GRITROCK | E Mail: [REDACTED]
[REDACTED] | Mil: [REDACTED] | Mobile: [REDACTED]

From: [REDACTED] [mailto:[REDACTED]@phe.gov.uk]
Sent: 20 June 2015 19:52
To: IOS-GRITROCK-MEDPLANSSO2; IOS-GRITROCK-J3/5SO2; IOS-GRITROCK-MEDLOGSO3
Cc: [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]
Subject: RE: Call re export permit OFFICIAL

Dear MoD,
Are you able to help [REDACTED] at all from BHC with regards to the information requested.
Kind regards
[REDACTED]

Dr [REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
T: + [REDACTED]
F: + [REDACTED]
E: [REDACTED]@phe.gov.uk
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[REDACTED]
[REDACTED]

From: [REDACTED]
Sent: 20 June 2015 18:23
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Call re export permit OFFICIAL

Dear [REDACTED]
From a PHE perspective it will be [REDACTED] as the BMS accompanying the specimens, I am aware that there will be 4 vehicles in total but I do not know the details of how many will be in the other vehicles, will look to see if I have an email detailing this from the MoD.
Kind regards
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
T: + [REDACTED]
F: + [REDACTED]
E: [REDACTED]@phe.gov.uk
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[REDACTED]
[REDACTED]

From: [REDACTED] [REDACTED]
Sent: 20 June 2015 18:01
To: [REDACTED]
Cc: [REDACTED]; [REDACTED]
Subject: Re: Call re export permit OFFICIAL

CLASSIFICATION:OFFICIAL

[REDACTED]

I've seen the movement plan and I believe vehicles are expected around 1000hrs. I just wanted to check how many passengers were travelling

[REDACTED]

Sent from MOD Blackberry

From: [REDACTED] [mailto:[REDACTED]@phe.gov.uk]
Sent: Saturday, June 20, 2015 05:40 PM
To: [REDACTED]
Cc: [REDACTED] >; [REDACTED] (NHS [REDACTED])
[REDACTED] >
Subject: RE: Call re export permit

Dear [REDACTED],
I am sorry but I am not sure if I replied to this or if you have had the vehicle details yet, [REDACTED] sorry did you reply to this?
Kind regards
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
T: + [REDACTED]
F: + [REDACTED]
E: [REDACTED]@phe.gov.uk
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From: [REDACTED]
Sent: 19 June 2015 12:01
To: [REDACTED]
Subject: RE: Call re export permit

[REDACTED]
Either yourself or [REDACTED] can reach me on [REDACTED]. I will be staying overnight at Lungi on Saturday and plan to be at the airport around 1030.

Grateful if you could let me know exactly how many passengers are travelling and when they and the vehicles are due to arrive.

[REDACTED]
SSgt [REDACTED] AGC(SPS)|Assistant Defence Adviser|Defence Section
|British High Commission | 6 Spur Road, Wilberforce , Freetown, Sierra Leone
[REDACTED]
☎ (switchboard) [REDACTED] ☎ (office) + [REDACTED] (mobile) [REDACTED]
[REDACTED] FTN: [REDACTED] : [REDACTED] www.mod.uk

<image001.jpg>



Please consider the environment before printing this e-mail?

From: [REDACTED] [mailto:[REDACTED]@phe.gov.uk]
Sent: 19 June 2015 10:56
To: [REDACTED]; [REDACTED]
Cc: [REDACTED] NHS [REDACTED]; [REDACTED]
Subject: RE: Call re export permit

could we have your phone contact details please for Sunday at the airport?
Kind regards

Dr

T: +

F: +

E: [@phe.gov.uk](mailto: @phe.gov.uk)

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From:

Sent: 19 June 2015 11:53

To:

Cc: (NHS);

Subject: RE: Call re export permit

Dear

Thank you will put in touch with to meet at Lungi airport, as discussed I will not travel with the convoy as I would not be able to get into the airport and there will be a 4 vehicle convoy so will stay at Port Loko until I hear the plane has taken off. Discussing with Major, even if the plane diverted due to problems it is unlikely to come back to PL so will wait an hour or so before moving off site. Thank you again for all of your invaluable help.

Kind regards

Dr

T:

F: +

E: [@phe.gov.uk](mailto: @phe.gov.uk)

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From:

Sent: 19 June 2015 11:31

To:

Subject: RE: Call re export permit

Putting you both in touch regarding the wheels up on Sunday.

Thanks



  | British
High Commission, Freetown, 6 Spur Road, Sierra Leone | E-mail:
 | Mobile:  | FTN: 

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Visit our blogs at <http://blogs.fco.gov.uk>

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<image001.jpg>

<image002.gif>

[REDACTED]

From: [REDACTED] <[REDACTED]@phe.gov.uk>
Sent: 21 June 2015 11:28
To: [REDACTED]
Cc: [REDACTED]
Subject: STR 9
Attachments: IMG_0068.JPG; ATT00001.txt

Dear [REDACTED] and [REDACTED],

I have sent you 9 Sample Transfer Records which cover Makeni, Port Loko and Kerrytown samples pre fixed with the initials and going by box number ie MK205 correlates to 1x100 box labelled MK205 which has been put in [REDACTED] box No [REDACTED]. The handwritten numbers are the [REDACTED] box numbers which they have been put into, the ticks correlate to the fact that they have actually been put in. There is more than one sheet as I printed 2 of each in case the details were too much for one so like sheets can be consolidated. They specimens left Port Loko around 09:30 when the MoD received the call that the plane was coming in. [REDACTED] travelling with all appropriate paperwork, PPE and spill kit and comfort aids!
Hope to hear next stages.

Kind regards

[REDACTED]

FRAMEWORK SCHEDULE 4 – COURIER SERVICES RM1006**ORDER FORM****Part 1 - Order Form**

This Order Form is issued subject to the provisions of the framework agreement Courier Services RM1006 entered into between the Authority and the Supplier on 02nd January 2013 ("**Framework Agreement**"). The Supplier agrees to supply the Services specified below on and subject to the terms of this Contract and for the avoidance of doubt the Contract consists of the terms set out in this Order Form and the Call-Off Terms, together with the Schedules thereto.

Date	8 April 2015	Order Number	To be Advised To be quoted on all correspondence relating to this Order
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FROM

Customer	Public Health England "Customer"		
Customer's Address	Wellington House 133-155 Waterloo Road London SE1 8UG		
Invoice Address	Accounts Payable Public Health England [REDACTED] [REDACTED] [REDACTED]		
Contact Ref:	Name: [REDACTED] Address: Public Health England [REDACTED] [REDACTED] Phone: [REDACTED] Mobile [REDACTED] E-mail: [REDACTED]		

TO

Supplier	[REDACTED]		
Supplier's Address	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]		
Account Manager	Name: [REDACTED] Address: As above Phone: [REDACTED] E-mail: [REDACTED]		

1. TERM
(1.1) Commencement Date 13 April 2015 (Bravo Contract Reference [REDACTED]).
(1.2) Expiry Date 1.2.1 This Contract shall expire on: 12 April 2018, with the option to extend for a further one year period.

2. SERVICES REQUIREMENTS
(2.1) Services and Deliverables required Services As set out in Schedule 1 of the Framework Agreement and the Customer's Courier Services Specification attached at Annex One to this Order Form. Deliverables As Services above.
(2.2) Lots under which the above Services are being supplied: Lot 4 – Dangerous and Hazardous (classes 6.1, 6.2, 7 and 9).

(2.3) Performance / Premises Collection or delivery anywhere in the UK/World ranging from immediate to within agreed timescales.
(2.4) Standards Quality Standards As set out in Schedule 13 of the Framework Agreement. Technical Standards As set out in Schedule 13 of the Framework Agreement.
(2.5) Security Requirements As set out in Schedule 1 of the Framework Agreement.
(2.6) Disaster Recovery and Business Continuity As set out in Schedule 5 of the Call-off Terms.

(2.7) Disaster

Disaster means the occurrence of one or more events which, either separately or cumulatively, mean that the Services or a material part thereof will be unavailable for a period of three (3) hours or which is reasonably anticipated will mean that the Services or a material part thereof will be unavailable for that period.

(2.8) Staff Vetting Procedures

As set out in Schedule 1 of the Framework Agreement.

3. SUPPLIER SOLUTION

(3.1) Supplier Solution

As set out in the Supplier's tender response received via the Customer's e-tendering system Bravo (ITT [REDACTED]) on 20 November 2014 and subsequent clarifications received (including Supplier clarification meeting held on 4 February 2015).

(3.2) Key Personnel of the Supplier to be involved in the provision of the Services and Deliverables

- [REDACTED]
- [REDACTED]

(3.3) TUPE: Transfer of Employees

TUPE is not intended to apply at Commencement.

(3.4) Sub-Contractors to be involved in the provision of the Services and Deliverables

All regional work will be carried out by Supplier employers only, no sub-contractors used.

(3.5) Security Management Plan

As set out in Schedule 2 of the Call-off Terms.

(3.6) Relevant Convictions

As set out in Schedule 1 of the Framework Agreement.

(3.7) Training

Supplier training included as part of implementation.

(3.8) Supplier's inspection of the Premises and Infrastructure

Not applicable.

4. SOFTWARE

Access to Supplier systems online to book collections and deliveries, monitor progress of booked work and verify payments and to support any other relevant business process.

5. PERFORMANCE OF THE SERVICES AND DELIVERABLES

(5.1) Implementation Plan and Milestones (including dates for completion)

1. The Implementation Plan and Milestones will be agreed at an Implementation Meeting between the Customer and the Supplier at Contract Award (date to be agreed).
2. If so required by the Customer, the Supplier shall produce a further version of the Implementation Plan (based on the plan agreed at the Implementation Meeting) in such further detail as the Customer may reasonably require. The Supplier shall ensure that each version of the Implementation Plan is subject to Approval. The Supplier shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation of the Services.
3. The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
4. The Supplier shall perform its obligations so as to achieve each Milestone by the Milestone Date.
5. Changes to the Milestones shall only be made in accordance with the Variation Procedure and provided that the Supplier shall not attempt to postpone any of the Milestones using the Variation Procedure or otherwise (except in the event of a Customer default which affects the Supplier's ability to achieve a Milestone by the relevant Milestone Date).
6. If a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Customer Delay Payments in accordance with the table above for each day of delay from and including the relevant Milestone Date until and including the date on which the relevant Milestone criteria are actually achieved and the Customer provides the Supplier with a Satisfaction Certificate (set out in Schedule 4).
7. No payment or concession to the Supplier by the Customer or other act or omission of the Customer shall in any way affect the rights of the Customer to recover the Delay Payments pursuant to the provisions of this paragraph 5.1 of this Order or be deemed to be a waiver of the right of the Customer to recover any such damages unless such waiver has been signed by the Customer, expressly made in writing by the Customer and refers specifically to a waiver of the Customer's rights to claim Delay Payments.

(5.2) Testing

As set out in Schedule 4 of the Call-off Terms.

(5.3) Service Levels and Service Credits

As set out in Schedule 1 of the Framework Agreement and detailed below:

- Same Day – Requests to be actioned within 24 hours of the original notification – 99%
- Helpdesk staff to resolve queries within 48 hours of receipt of the query to the satisfaction of the customer – 98%;
- Helpdesk staff to notify the Contract Management Team of any security incident immediately – 99%;
- Contractors staff to respond immediately to reported security incidents and to provide initial report no later than 24 hours after the initial notification of the incident – 99%;
- Supplier to ensure Client Invoices are accurate with the services provided – 97%;

- Supplier to ensure Client MI is delivered within pre-agreed timeframe – 100%;
- Supplier to ensure Client MI is accurate to the services provided – 97%.

In addition to the Framework SLAs above the Customer will require further Service Level requirements as detailed below:

Requirement	SLA	Service Credit
Telephone or on-line booking and job management systems to be available to PHE 24x7x365 and all job requests to be accepted within 30 minutes	99%	Full refund cost of job request + 5% for each failed call or on-line request not actioned without a mitigating notification to the requester. This shall not include IT or communications failures.
Deliveries to be fully actioned by the courier within the agreed timescales (any action proven not to be the fault of the courier will not be counted).	100%	Full refund
Deliveries to be fully actioned by the courier within the agreed timescales, for all job requests across all requesting sites each calendar month.	99%	5% rebate of total spend that month on this Lot for each full percentage point below 99%

(5.4) Critical Service Failure

5.4.1 In relation to the Service supplied to the Customer, a Critical Service Failure shall include the loss of the ability to deliver the full service at any time for more than 24 hours accumulated in any 12 month rolling period.

(5.5) Monitoring

Operation's meetings shall be held each quarter and will involve the Customer's National Logistics Manager and the Supplier's Account Manager. Additionally two meetings will be held each year between senior managers of both organisations to review performance and discuss other opportunities.

The detailed management information required will be decided at the Implementation meeting. This agreed information will be supplied to the Customer within 10 working days of the end of a calendar month.

These Customer/Supplier meetings are in addition to any other meetings arranged by Crown Commercial Service.

(5.6) Continuous Improvement, Value for Money and Benchmarking

- 5.6.1 Further to the Framework Schedule 7, the Supplier shall regularly benchmark the Contract Charges and performance of the Services, against other suppliers providing services substantially the same as the Services during the Contract Period in order to compare the Contract Charges and level of performance of the Services with charges and services offered by third parties so as to provide the Customer with information for comparison purposes.
- 5.6.2 The Customer shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking evaluation referred to in paragraph 5.6.1 above.
- 5.6.3 The Customer shall be entitled to disclose the results of any benchmarking of the Contract Charges and provision of the Services to the Authority and other Contracting Bodies.
- 5.6.4 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the Customer in order to undertake the benchmarking referred to in this paragraph 5.6, such information requirements to be at the discretion of the Customer.

6. CUSTOMER RESPONSIBILITIES

(6.1) Customer's Responsibilities

Not applicable.

(6.2) Customer's equipment

Not applicable.

7. CHARGES AND PAYMENT

(7.1) Contract Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment

7.1.1 As set out in Schedule 1 of the Framework Agreement.

7.1.2 Payment monthly in arrears within 30 days of invoice via BACS:

Class 6.1	Individual Cost
Same Day Motorbike minimum charge	
Same Day Motorbike per mile	
Same Day Small Van minimum charge	
Same Day Small Van per mile	
Same Day Medium Van minimum charge	
Same Day Medium Van per mile	
Same Day Large Van minimum charge	
Same Day Large Van per mile	
Same Day Extra Large Van minimum charge	

Same Day Extra Large Van per mile	
Same Day Charge for Additional Driver per hour	
Same Day Charge for Additional Porter per hour	
Next Day Consignment ≤1kg	
Next Day Consignment 1.01kg to 2kg	
Next Day Consignment 2.01kg to 5kg	
Next Day Consignment 5.01kg to 10kg	
Next Day Consignment 10.01kg to 15kg	
Next Day Consignment 15.01kg to 20kg	
Next Day Consignment 20.1kg to 30kg	
Next Day Additional Cost per Kilogram above 30Kg	
Delivery Premium to Zone 2 (Highlands and Islands of Scotland)	
Delivery Premium to Zone 3 (Northern Ireland, Isle of Man, Isles of Scilly)	
Delivery Premium to Zone 4 (Channel Islands)	
Delivery Premium to Zone 5 (EU)	
Delivery Premium to Zone 6 (Europe, Non EU)	
Delivery Premium to Zone 7 (North America, Canada)	
Delivery Premium to Zone 8 (Far East, Australasia)	
Delivery Premium to Zone 9 (Rest of World)	
Extra Charge Applicable to Weekends or Bank Holidays	
Additional Drops	
Other Costs – Optional Driver Overnight Stay	

	Weight Supplement's	Class 6.1							
	Zone	2	3	4	5	6	7	8	9
Cat B	Add on per 1/2Kg								

Class 6.2	Individual Cost
Same Day Motorbike minimum charge	
Same Day Motorbike per mile	
Same Day Small Van minimum charge	
Same Day Small Van per mile	
Same Day Medium Van minimum charge	
Same Day Medium Van per mile	
Same Day Large Van minimum charge	
Same Day Large Van per mile	
Same Day Extra Large Van minimum charge	
Same Day Extra Large Van per mile	
Same Day Charge for Additional Driver per hour	

	Same Day Charge for Additional Porter per hour								
	Next Day Consignment ≤1kg								
	Next Day Consignment 1.01kg to 2kg								
	Next Day Consignment 2.01kg to 5kg								
	Next Day Consignment 5.01kg to 10kg								
	Next Day Consignment 10.01kg to 15kg								
	Next Day Consignment 15.01kg to 20kg								
	Next Day Consignment 20.1kg to 30kg								
	Next Day Additional Cost per Kilogram above 30Kg								
	Delivery Premium to Zone 2 (Highlands and Islands of Scotland)								
	Delivery Premium to Zone 3 (Northern Ireland, Isle of Man, Isles of Scilly)								
	Delivery Premium to Zone 4 (Channel Islands)								
	Delivery Premium to Zone 5 (EU)								
	Delivery Premium to Zone 6 (Europe, Non EU)								
	Delivery Premium to Zone 7 (North America, Canada)								
	Delivery Premium to Zone 8 (Far East, Australasia)								
	Delivery Premium to Zone 9 (Rest of World)								
	Extra Charge Applicable to Weekends or Bank Holidays								
	Additional Drops								
	Other Costs – Optional Driver Overnight Stay								

	Weight Supplement's	Class 6.2							
	Zone	2	3	4	5	6	7	8	9
Cat B	Add on per 1/2Kg	■	■	■	■	■	■	■	■
Cat A	Add on per 1/2Kg	■	■	■	■	■	■	■	■

Class 7	Individual Cost
Same Day Small Van minimum charge	
Same Day Small Van per mile	
Same Day Medium Van minimum charge	
Same Day Medium Van per mile	
Same Day Large Van minimum charge	
Same Day Large Van per mile	
Same Day Extra Large Van minimum charge	
Same Day Extra Large Van per mile	
Same Day Charge for Additional Driver per hour	
Same Day Charge for Additional Porter per hour	

Next Day Consignment ≤1kg	
Next Day Consignment 1.01kg to 2kg	
Next Day Consignment 2.01kg to 5kg	
Next Day Consignment 5.01kg to 10kg	
Next Day Consignment 10.01kg to 15kg	
Next Day Consignment 15.01kg to 20kg	
Next Day Consignment 20.1kg to 30kg	
Next Day Additional Cost per Kilogram above 30Kg	
Delivery Premium to Zone 2 (Highlands and Islands of Scotland)	
Delivery Premium to Zone 3 (Northern Ireland, Isle of Man, Isles of Scilly)	
Delivery Premium to Zone 4 (Channel Islands)	
Delivery Premium to Zone 5 (EU)	
Delivery Premium to Zone 6 (Europe, Non EU)	
Delivery Premium to Zone 7 (North America, Canada)	
Delivery Premium to Zone 8 (Far East, Australasia)	
Delivery Premium to Zone 9 (Rest of World)	
Extra Charge Applicable to Weekends or Bank Holidays	
Additional Drops	
Other Costs – Optional Driver Overnight Stay	

Weight Supplement's	Class 7							
Zone	2	3	4	5	6	7	8	9
Add on per 1/2Kg	■	■	■	■	■	■	■	■

Class 9	Individual Cost
Same Day Small Van minimum charge	
Same Day Small Van per mile	
Same Day Medium Van minimum charge	
Same Day Medium Van per mile	
Same Day Large Van minimum charge	
Same Day Large Van per mile	
Same Day Extra Large Van minimum charge	
Same Day Extra Large Van per mile	
Same Day Charge for Additional Driver per hour	
Same Day Charge for Additional Porter per hour	
Next Day Consignment ≤1kg	
Next Day Consignment 1.01kg to 2kg	
Next Day Consignment 2.01kg to 5kg	
Next Day Consignment 5.01kg to 10kg	

Next Day Consignment 10.01kg to 15kg								
Next Day Consignment 15.01kg to 20kg								
Next Day Consignment 20.1kg to 30kg								
Next Day Additional Cost per Kilogram above 30Kg								
Delivery Premium to Zone 2 (Highlands and Islands of Scotland)								
Delivery Premium to Zone 3 (Northern Ireland, Isle of Man, Isles of Scilly)								
Delivery Premium to Zone 4 (Channel Islands)								
Delivery Premium to Zone 5 (EU)								
Delivery Premium to Zone 6 (Europe, Non EU)								
Delivery Premium to Zone 7 (North America, Canada)								
Delivery Premium to Zone 8 (Far East, Australasia)								
Delivery Premium to Zone 9 (Rest of World)								
Extra Charge Applicable to Weekends or Bank Holidays								
Additional Drops								
Other Costs – Optional Driver Overnight Stay								

Weight Supplement's	Class 9							
Zone	2	3	4	5	6	7	8	9
Add on per 1/2Kg								

Lot Notes:

The minimum charge is applicable where the total mileage travelled for any assignment would result in a charge lower than the standard minimum charge

The charges are exclusive of the United Nations approved packaging required to move Dangerous/Hazardous goods

The charges quoted for International consignments are exclusive of Goods and Services Tax (GST) and Customs Duties.

(7.2) Invoicing and Payment

The Supplier shall issue invoices monthly in arrears. The Customer shall pay the Supplier within thirty (30) calendar days of receipt of a Valid Invoice, submitted in accordance with this paragraph 7.2, the payment profile set out in paragraph 7.1 above and the provisions of the Contract.

8. LIABILITY

Subject to the provisions of Clause 24.1 of the Call–Off Contract:

- (8.1)** The annual aggregate liability of either Party under or in relation to this Contract for all defaults resulting in direct loss of or damage to the property of the other Party under or in connection with the Contract shall in no event exceed the sum of £1million.
- (8.2)** The annual aggregate liability under this Call-Off Agreement of [either Party] for all defaults shall in no event exceed the greater of £1million and / or one hundred and twenty five per cent (125%) per cent of the Charges payable by the Customer to the Supplier in the Year in which the liability arises or during the Call-Off Agreement Period.

9. INSURANCE

(9.1) Minimum Insurance Period

Six (6) Years following the expiration or earlier termination of the Contract.

(9.2) To comply with its obligations under Clause 24.2 and as a minimum, where requested by the Customer in writing the Supplier shall ensure that:

- (i) **professional indemnity insurance** is held by the Supplier and by any agent, Sub-Contractor or consultant involved in the supply of the Services has a minimum limit of indemnity of [one million pounds sterling (£1,000,000)] for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;
- (ii) **public liability insurance** adequate to cover all risks in the performance of this Contract from time to time with a minimum limit of [two million pounds sterling (£2,000,000)] for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time; and
- (iii) **employers' liability insurance** with a minimum limit of five million pounds sterling (£5,000,000) or such higher minimum limit as required by Law from time to time.

10. TERMINATION

(10.1) Undisputed Sums Time Period

At least ninety (90) Working Days of the date of the written notice specified in Clause 25.4.3.

(10.2) Termination Without Cause

At least three (3) Months in accordance with Clause 25.5.

11. CONFIDENTIAL INFORMATION

When instructed to by the Customer, information relating to certain goods and goods movements must remain confidential between the Customer and the Supplier, and the Suppliers sub-contractors, and this may only be waived by written agreement by the customer.

12. AUDIT AND ACCESS

Seven (7) Years after the expiry of the Contract Period or following termination of the Contract.

The Supplier must hold all data relating to the movement of the Customer's goods and provide on request in an acceptable format within 48 hours at no additional charge.
--

13. ADDITIONAL AND/OR ALTERNATIVE CLAUSES
--

Not applicable.

14. FORMATION OF CONTRACT

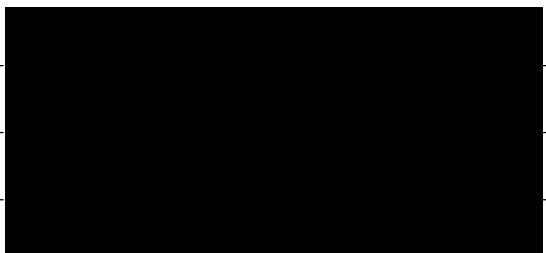
The Customer shall enter into a Contract by sending this Order Form to the Supplier for the provision of the Services referred to in the Order Form.
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The Supplier shall enter into the Contract by returning a signed copy of the Order Form to the Customer.
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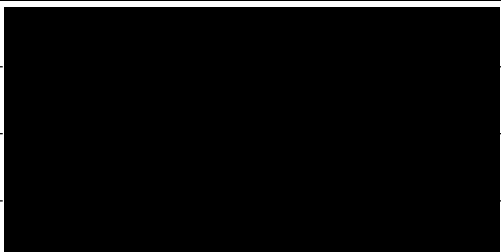
The Contract shall be formed when the Customer acknowledges the receipt of the signed copy of the Order Form.

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the Services. The Parties hereby acknowledge and agree that they have read the Call-off Terms and the Order Form and by signing below agree to be bound by the terms of this Contract.

For and on behalf of the Supplier:

Name and Title		
Position		
Signature		
Date		

For and on behalf of the Customer:

Name and Title		
Position		
Signature		
Date		

Courier Services Lot 4 – Dangerous & Hazardous Goods Requirements

1. Background

- 1.1 Public Health England (PHE) is an executive agency of the [Department of Health](#). It was established on 1 April 2013 to bring together public health specialists from more than 70 organisations into a single public health service.
- 1.2 We protect and improve the nation's health and wellbeing, and reduce health inequalities.

2. PHE Responsibilities

- 2.1 PHE is responsible for:
 - making the public healthier by encouraging discussions, advising government and supporting action by local government, the NHS and other people and organisations;
 - supporting the public so they can protect and improve their own health;
 - protecting the nation's health through the national health protection service, and preparing for public health emergencies;
 - sharing our information and expertise with local authorities, industry and the NHS, to help them make improvements in the public's health;
 - researching, collecting and analysing data to improve our understanding of health and come up with answers to public health problems;
 - reporting on improvements in the public's health so everyone can understand the challenge and the next steps;
 - helping local authorities and the NHS to develop the public health system and its specialist workforce.

3. PHE Priorities

- 3.1 To:
 - Protect the public's health from infectious diseases and other hazards to health;
 - Improve the public's health and wellbeing, and reduce health inequalities;
 - Improve population health through sustainable health and care services;
 - Build the capability and capacity of the public health system;
 - Develop our own capacity and capability to provide professional, scientific and delivery expertise to our partners.

4. PHE Organisation

- 4.1 Employs 5000 staff (full-time equivalent), mostly scientists, researchers and public health professionals.
- 4.2 Operates from more than 100 locations in the UK, primarily in England. There are 3 central London offices.
- 4.3 PHE also works closely with public health professionals in Wales, Scotland and Northern Ireland, as well as internationally.

5. Contract Period

- 5.1 The Contract will commence on 13 April 2015 and be for a period of three years, with the option to extend for a further one 12 month period.

6. Transport Profile

- 6.1 Transport requirements originate primarily, but not exclusively, from our laboratory network which is located throughout England (**see Appendix 1**).

- 6.2 The number and location of these laboratories and other PHE sites may change during the duration of the contract.

- 6.3 Transport requirements usually, but not always, begin or end at a PHE location.

- 6.4 Our requirements may necessitate the delivery to, or collection from a residential address, though residential deliveries and collections are currently very rare.

- 6.5 The majority of our requirements are ad hoc in nature. However we do have some monthly manufacturing runs where the delivery addresses may change.

- 6.6 [REDACTED]

- 6.7 PHE frequently takes responsibility for the collection of goods for delivery into PHE sites from within both the UK and from around the world.

- 6.8 [REDACTED]

- 6.9 [REDACTED]

- 6.10 Our demand patterns are generally stable across an annual profile. However there are times when we require additional capacity which is way in excess of our average usage such as [REDACTED]

- 6.11 Our goods require robust tracking mechanisms and therefore proof of whereabouts and proof of delivery are essential for all goods movements.

7. Goods

- 7.1 Our goods almost always have very short shelf lives and must be processed within regulated timeframes and therefore **the timeliness of delivery** and **'right first time'** is paramount.

- 7.2 Some movements are known about and can be booked in advance; others are notifications which will require immediate collection and delivery

- 7.3 They frequently require temperature control and monitoring throughout their journey, and may require re-icing en route.

7.4 [REDACTED]

7.5 [REDACTED]
[REDACTED]

7.6 The majority of our goods are small in size and weight, and pallet movements are infrequent.

8. Usage Profile

8.1 Estimated annual movements for the full calendar year 2014 can be found in **Appendices 2 to 6** inclusive (these figures should be used as a guide and are not guaranteed).

9. General Requirements

9.1 PHE requirements may be local, regional, national or international. It is essential that

- Same Day UK and Europe
- Next Day Europe and Rest of the World
- Within 3 days Europe and Rest of the World
- Within 5 days Rest of the World

Services are offered.

9.2 Collection or delivery times may be at any time throughout the day, and at the weekend or on Bank holidays.

9.3 Some shipments (deliveries or collections), may require a full scope packaging, labelling, dry ice and documentation service.

9.4 The significant types of traffic can be seen in Appendices 2 – 6.

9.5 The supplier shall agree and implement documented procedures for each PHE operational unit in order to manage the service.

9.6 Under its 'Making it easier to do business programme' PHE is determined to make its processes simpler and more effective for all parties involved in this process. Please detail any innovative proposals to simplify the payment of invoices which must also include how individual financial accounts will be managed within PHE.

9.7 Suppliers shall attend performance review meetings with the Client to review the progress of the contract, discuss the management information and to review any operational issues that have arisen in the preceding month.

9.8 PHE requires as a minimum from the Service Provider, an outline management report on a monthly basis based on the Framework Agreement KPIs specified within Schedule 6 and additional KPIs specified by the client in the further completion specification

9.9 PHE requires SLA's and credits as outlined in Appendix 7.

(Annex D)

- 9.10 PHE reserves the right to conduct site audits as part of the contract management activity pursuant of Part 2: Call-off Terms, paragraph 31.
- 9.11 During 2014 goods have already been despatched to or collected from more than 130 countries (see Appendix 8) in addition to the UK. As a consequence of PHE participation in various trials and support for other nations across the world, this list of countries is for indication only and not exhaustive. Other countries may join the list from time to time.

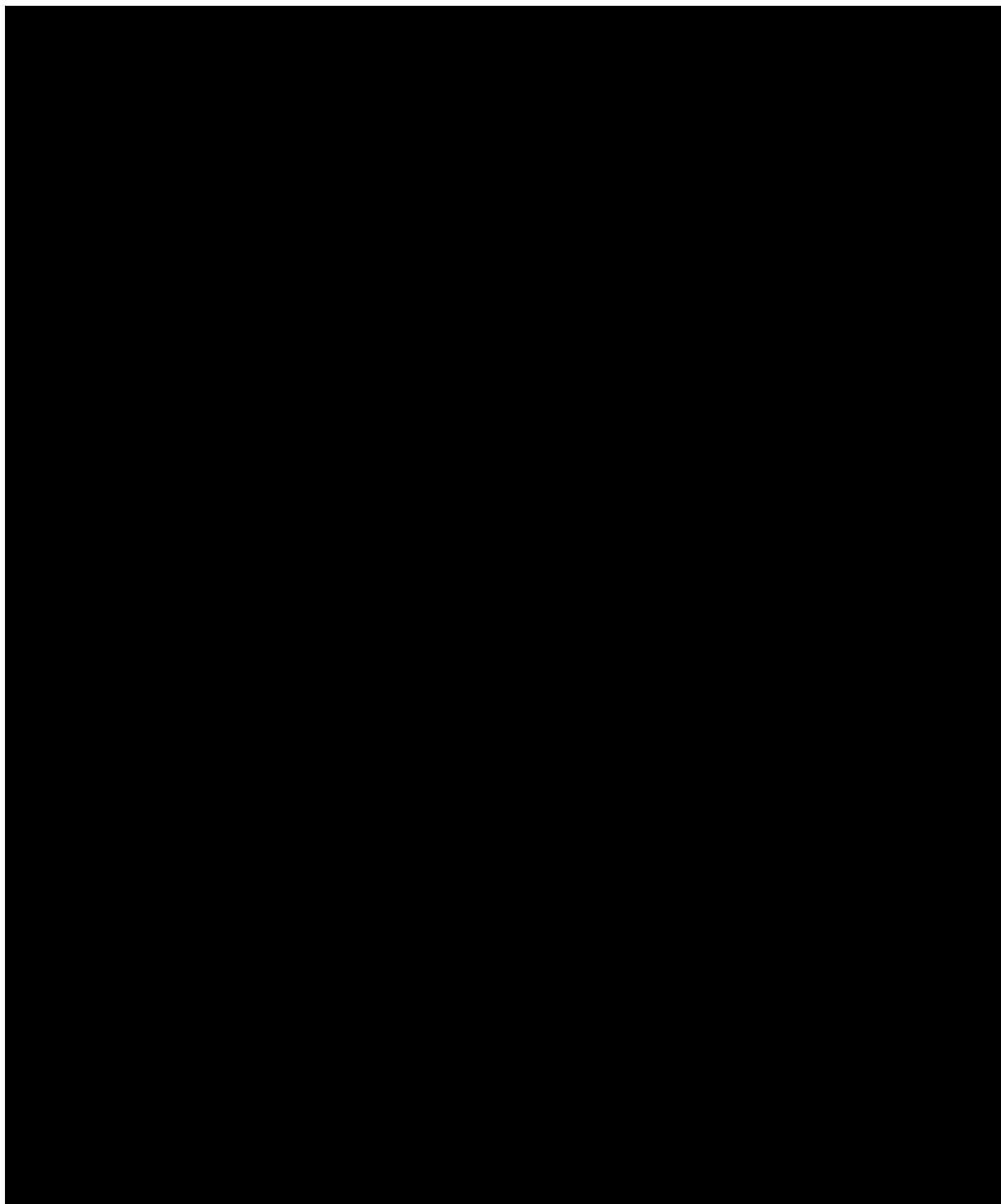
PHE Laboratory Network

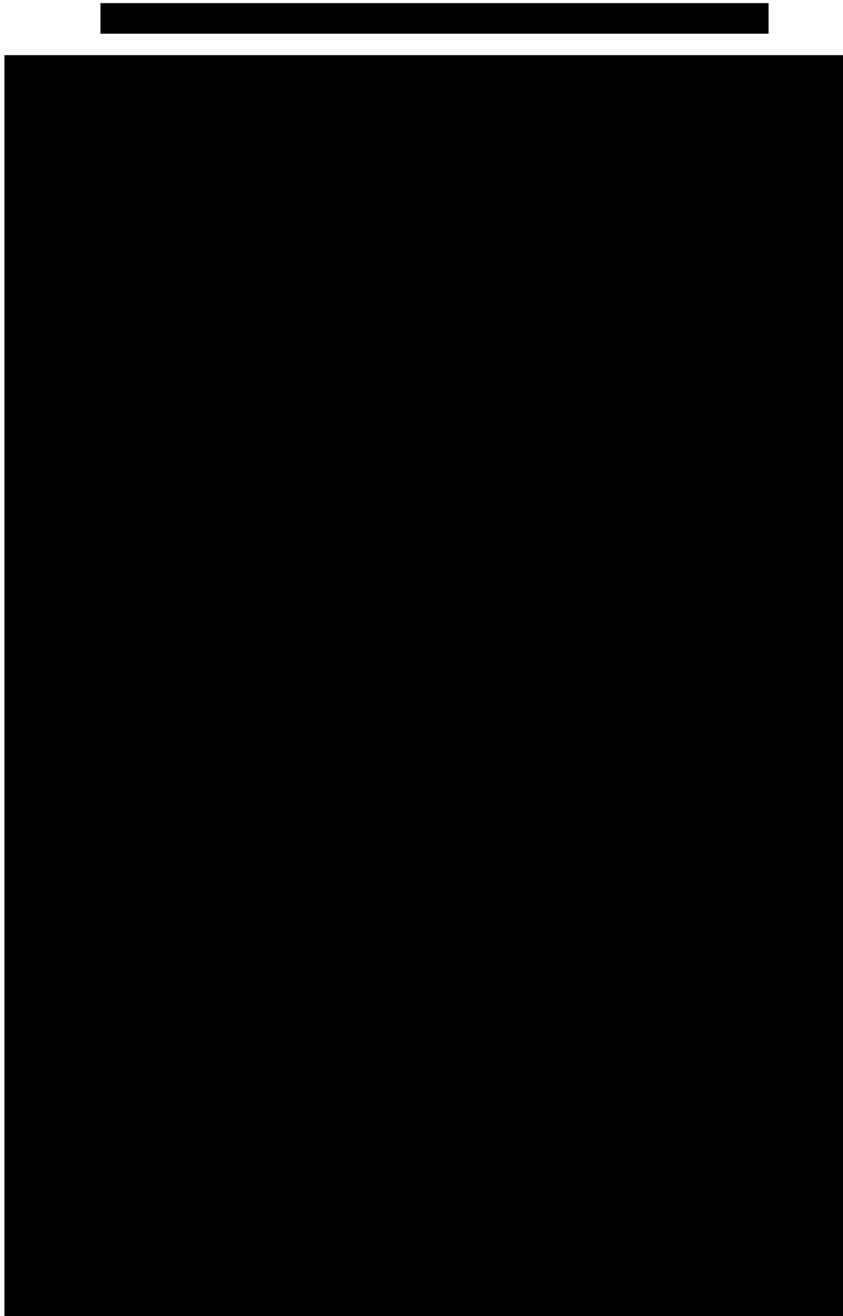
Government	Percentage
Current government	65%
Previous government	35%

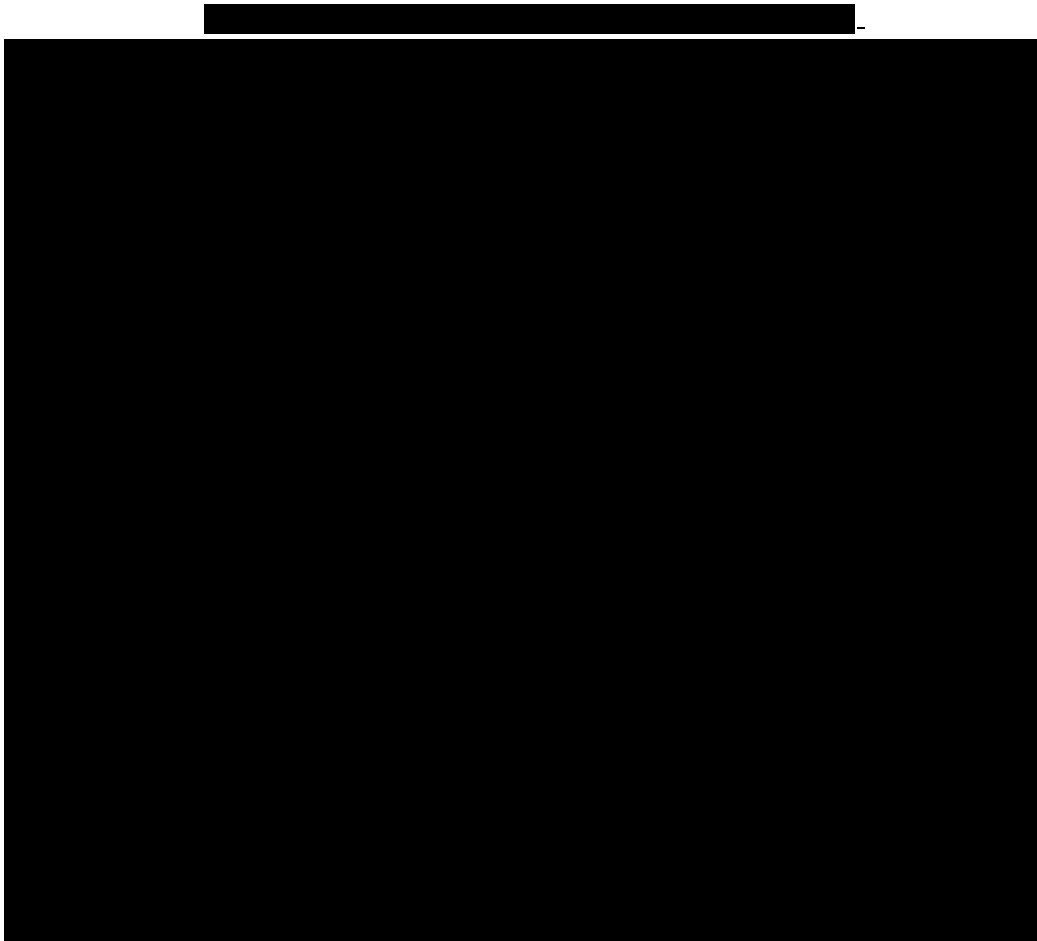
[REDACTED]

[REDACTED]

[Redacted]









Service Levels and Service Credits

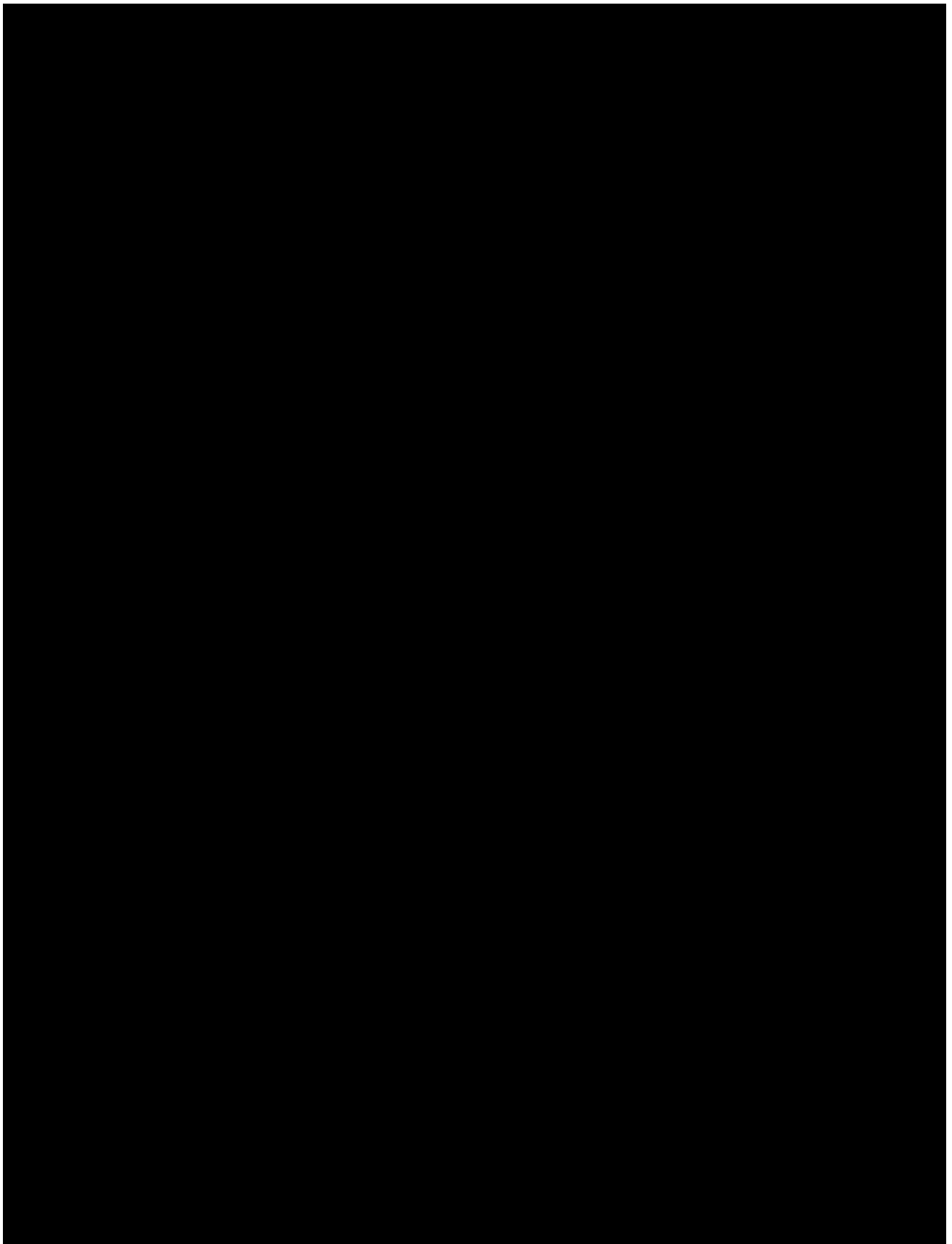
The Supplier shall provide robust processes to ensure they achieve their Key Performance Indicators (KPIs) and detailed in the Framework Agreement, Schedule 1, Services, Section B6 Performance Monitoring.

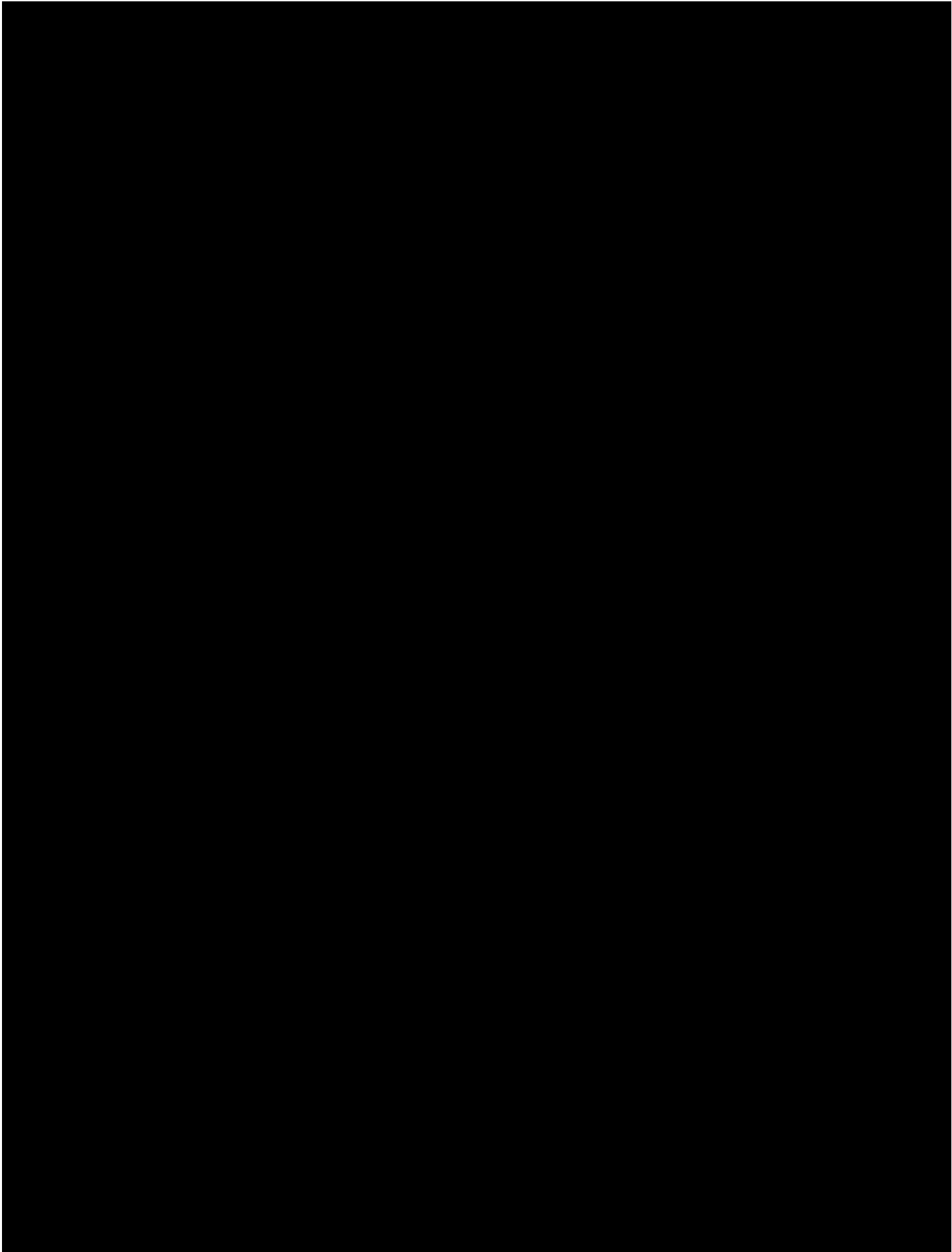
In addition to the Framework Service Levels the client will require further Service Level requirements as detailed below:

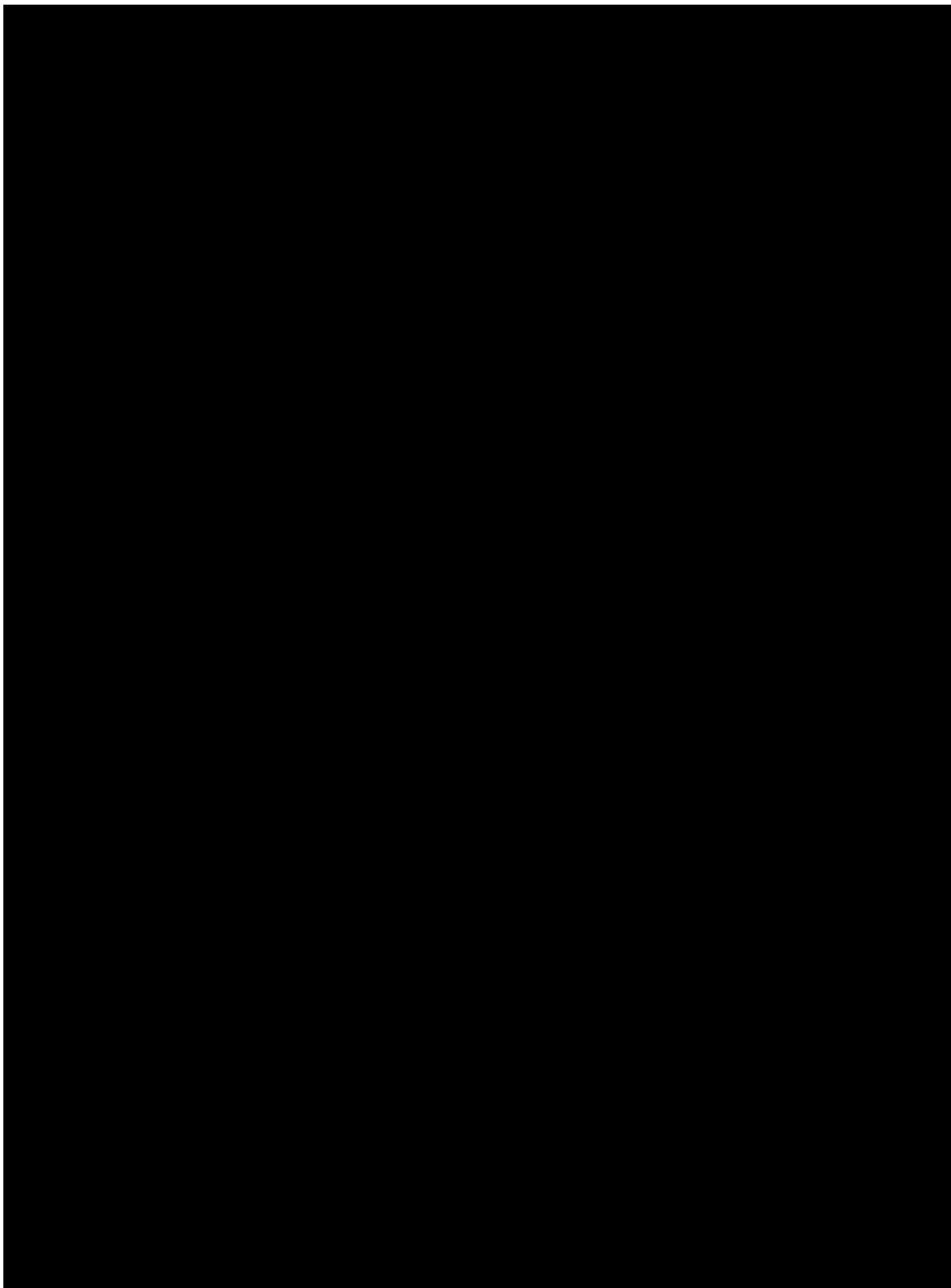
Requirement	SLA	Service Credit
Telephone or on-line booking and job management systems to be available to PHE 24x7x365 and all job requests to be accepted within 30 minutes	99%	Full refund cost of job request + 5% for each failed call or on-line request not actioned without a mitigating notification to the requester. This shall not include IT or communications failures.
Deliveries to be fully actioned by the courier within the agreed timescales (any action proven not to be the fault of the courier will not be counted).	100%	Full refund
Deliveries to be fully actioned by the courier within the agreed timescales, for all job requests across all requesting sites each calendar month.	99%	5% rebate of total spend that month on this Lot for each full percentage point below 99%

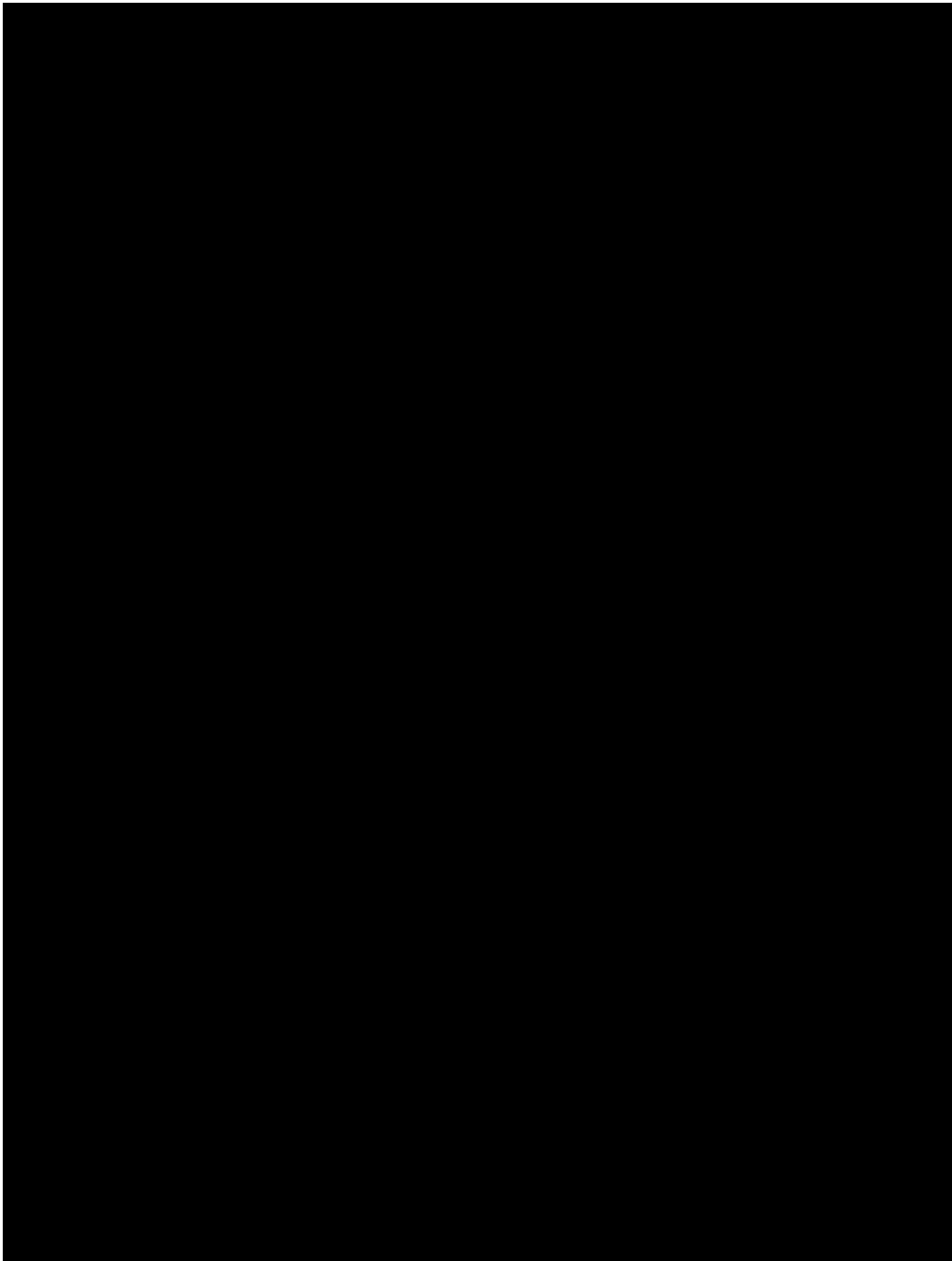
International destinations and ad hoc collections points in 2014

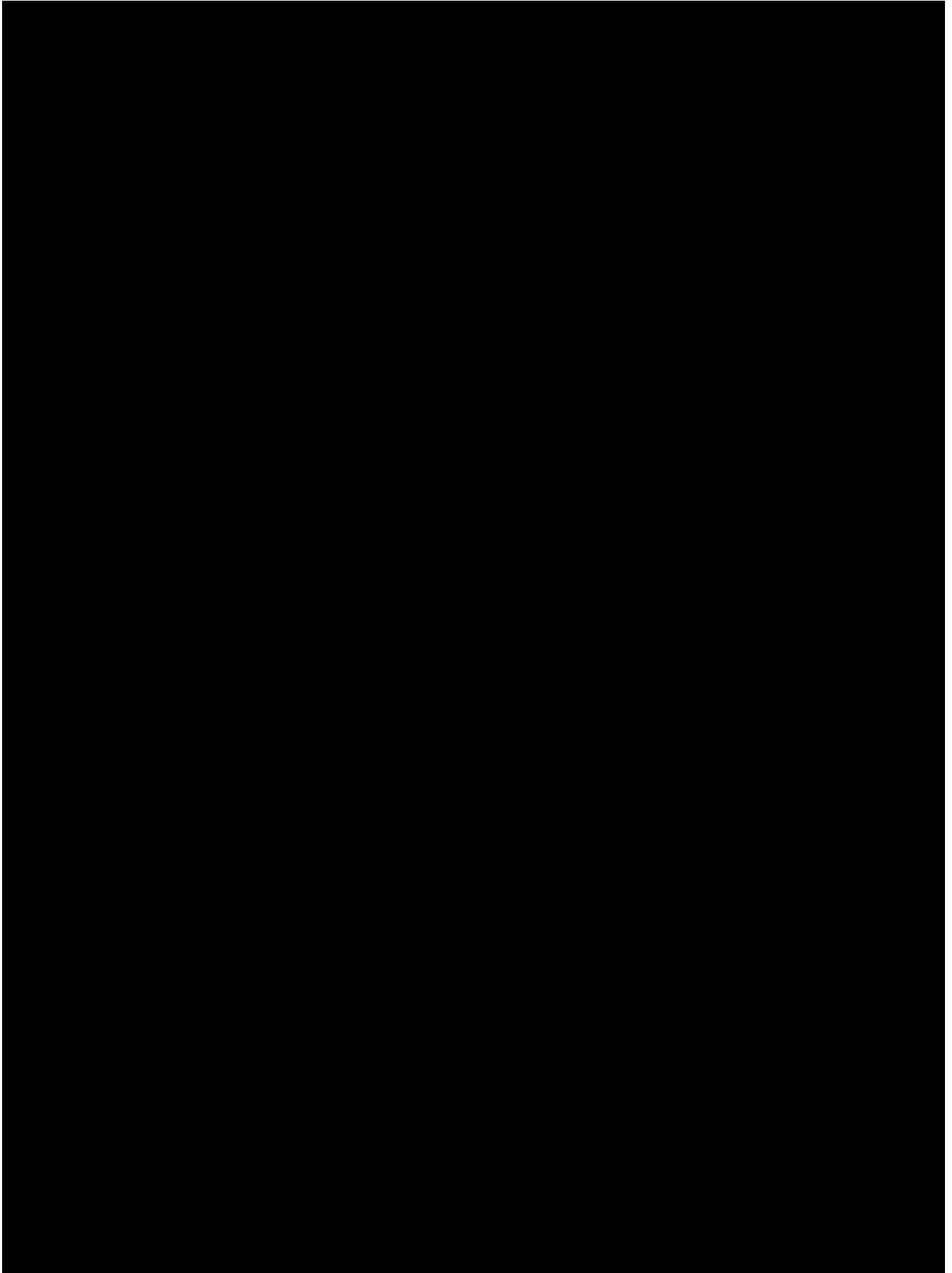
Afghanistan	Ecuador	Lithuania	Singapore
Albania	Egypt	Luxembourg	Slovakia
Andorra	El Salvador	Macedonia	Slovenia
Angola	Estonia	Madagascar	Spain
Argentina	Ethiopia	Malawi	South Africa
Armenia	Falkland Islands	Malaysia	St. Helena
Australia	Finland	Mali	Sudan
Austria	France	Malta	Swaziland
Bahrain	Gambia	Martinique	Sweden
Bangladesh	Germany	Mauritius	Switzerland
Belgium	Ghana	Mexico	Taiwan
Benin	Gibraltar	Mongolia	Tajikistan
Bolivia	Greece	Morocco	Tanzania
Bosnia	Greenland	Mozambique	Thailand
Botswana	Guatemala	Namibia	Togo
Brazil	Honduras	Netherlands	Trinidad & Tobago
Bulgaria	Hong Kong	Netherlands Antilles	Turkey
Burkina Faso	Hungary	New Zealand	Turkmenistan
Cameroon	Iceland	Nicaragua	UAE
Canada	India	Niger	Uganda
Cape Verde	Indonesia	Nigeria	Uruguay
Central African Republic	Iran	Northern Ireland	USA
Chile	Ireland	Norway	Uzbekistan
China	Israel	Oman	Venezuela
Colombia	Italy	Pakistan	Vietnam
Costa Rica	Jamaica	Panama	Yemen
Cote d'Ivoire	Japan	Paraguay	Zambia
Croatia	Jordan	Peru	Zimbabwe
Cyprus	Kazakhstan	Philippines	
Czech Republic	Kenya	Poland	
Denmark	Korea	Portugal	
DR Congo	Kosovo	Qatar	
Dubai	Kuwait	Romania	
	Kyrgyzstan	Russia	
	Lao	Rwanda	
	Latvia	Saudi Arabia	
	Lesotho	Senegal	
	Liechtenstein	Serbia	
		Sierra Leone	











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FRAMEWORK SCHEDULE 4 – COURIER SERVICES RM1006

Part 2 - Call-Off Terms

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Call-Off Terms

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract unless the context otherwise requires the following provisions shall have the meanings given to them below:

"Achieve"	means in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone in accordance with paragraph 5.1 of the Order Form and "Achieved" and "Achievement" shall be construed accordingly;
"Acquired Rights Directive"	means 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;
"Affiliates"	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Affected Party"	means the party seeking to claim relief in respect of a Force Majeure;
"Approval"	means the prior written consent of the Customer and "Approve" and "Approved" shall be construed accordingly;
"Assigned Software Terms"	means the terms set out in Schedule 7 paragraph 5 that shall apply to all elements of Bronze Software;
"Assigned Software"	means software identified as such in paragraph 4 of the Order Form;
"Auditor"	means the National Audit Office or an auditor appointed by the Audit Commission as the context requires;
"Authority"	means THE MINISTER FOR THE CABINET OFFICE ("Cabinet Office") as represented by Government Procurement Service (formerly Buying Solutions), a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;

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"BCDR Plan"	means any plan relating to business continuity and disaster recovery as referred to in paragraph 2.6 of the Order Form;
"Bronze Licence Terms"	means the terms set out in Schedule 7 paragraph 1 that shall apply to all elements of Bronze Software;
"Bronze Software"	means software identified as such in paragraph 4 of the Order Form;]
"Business Continuity Plan"	has the meaning set out in paragraph 1.2.2 of Schedule 5 (Disaster Recovery and Business Continuity);
"Call-Off Terms"	means these terms and conditions in respect of the provision of the Services, together with the Schedules hereto;
"Call-Off Agreement"	means a legally binding agreement (entered into pursuant to the provisions of this Framework Agreement) for the provision of the Services made between a Contracting Body and the Supplier pursuant to Framework Schedule 5 (Ordering Procedure) of the Framework Agreement;
"Change in Law"	means any change in Law or policy which impacts on the supply of the Services and performance of the Call-Off Terms which comes into force after the Commencement Date;
"Clearance"	means national security clearance and employment checks undertaken by and/or obtained from the Defence Vetting Agency;
"Commencement Date"	means the date set out in paragraph 1.1 of the Order Form;
"Commercially Sensitive Information"	<p>means the Confidential information listed in paragraph 11 of the Order Form (if any) comprising of a commercially sensitive information:</p> <p>relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss;</p>
"Confidential Information"	means the Customer's Confidential Information and/or the Supplier's Confidential Information;
"Continuous Improvement Plan"	means a plan for improving the provision of Services and/or reducing the charges produced by the Supplier pursuant to Schedule 7 of the Framework Agreement;

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"Contract"	means the written agreement between the Customer and the Supplier consisting of the Order Form and the Call-Off Terms save that for the purposes of Clause 1.2.11 only, reference to Contract shall not include the Order Form;
"Contracting Body"	means [the Authority and] any [other] person as listed in paragraph VI.3 of the OJEU Notice;
"Contract Period"	means the period from the Commencement Date to: (a) the Expiry Date; or (b) such earlier date of termination or partial termination of the Contract in accordance with Law or the provisions of the Contract;
"Contract Charges"	means the prices (exclusive of any applicable VAT), payable to the Supplier by the Customer under the Contract, as set out in paragraph 7.1 of the Order Form, for the full and proper performance by the Supplier of its obligations under the Contract less any Service Credits;
"Control"	means control as defined in section 1124 and 450 Corporation Tax Act 2010 and "Controls" and "Controlled" shall be interpreted accordingly;
"Conviction"	means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006.);]
"COTS Licence Terms"	means the terms set out in Schedule 7 paragraph 4 that shall apply to all elements of COTS Software;
"COTS Software"	means software identified as such in paragraph 4 of the Order Form;]
"Critical Service Failure"	shall have the meaning given in paragraph 5.4 of the Order Form;

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"Crown"	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Customer"	means the customer(s) identified in the Order Form;
"Customer Data"	means: <ul style="list-style-type: none">(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:<ul style="list-style-type: none">(i) are supplied to the Supplier by or on behalf of the Customer; or(ii) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or(b) any Personal Data for which the Customer is the Data Controller;
"Customer Pre-Existing IPR"	shall mean any Intellectual Property Rights vested in or licensed to the Customer prior to or independently of the performance by the Supplier of its obligations under the Contract and including, for the avoidance of doubt, guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs;
"Customer's Premises"	means the premises identified in paragraph 2.3 of the Order Form and which are to be made available for use by the Supplier for the provision of the Services on the terms set out in this Contract;
"Customer Responsibilities"	means the responsibilities of the Customer set out in paragraph 6.1 of the Order Form;
"Customer Representative"	means the representative appointed by the Customer from time to time in relation to the Contract;
"Customer Software"	means software which is owned by or licensed to the Customer, including Assigned Software and software which is or will be used by the Supplier for the purposes of providing the Services but excluding the Supplier Software;]

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"Customer System"	means the Customer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Customer or the Supplier in connection with this Contract which is owned by or licensed to the Customer by a third party and which interfaces with the Supplier System or which is necessary for the Customer to receive the Services;
"Customer's Confidential Information"	means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Customer, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998, as amended from time to time;
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998, as amended from time to time;
"Data Protection Legislation" or "DPA"	means the Data Protection Act 1998 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998, as amended from time to time;
"Default"	means any breach of the obligations of the Supplier (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the Supplier or the Supplier's Staff in connection with or in relation to the subject-matter of this Contract and in respect of which the Supplier is liable to the Customer;
"Delay Payments"	means payments detailed in paragraph 5.1 of the Order Form;
"Deliverables"	means those deliverables listed in paragraph 2.1 of the Order Form (if any);
"Delivery"	means the time at which the Services have been installed by the Supplier and the Customer has issued a Satisfaction Certificate in respect thereof and

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	"Deliver" and "Delivered" shall be construed accordingly;
"Disaster"	shall have the meaning given in paragraph 2.7 of the Order Form;
"Disaster Recovery"	means the process of restoration of the Services by the provision of the Disaster Recovery Services;
"Disaster Recovery Plan"	has the meaning set out in paragraph 1.2.3 of Schedule 5 (Disaster Recovery and Business Continuity);
"Disaster Recovery Services"	means the disaster recovery and/or business continuity services (as the context may require) to be provided by the Supplier pursuant to Schedule 5 (Disaster Recovery and Business Continuity);
"Disaster Recovery System"	means the system identified by the Supplier in the Supplier Solution which shall be used for the purpose of delivering the Disaster Recovery Services;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in Clause 49.2;
"Documentation"	means the technical specifications, user manuals, operating manuals, operating manuals, process definitions and procedures and other documentation including designs relating to the Supplier Software;
"Employee Liabilities"	<p>means all claims actions, proceedings, orders, demands, complains, investigations and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none">(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments,(b) unlawful deduction of wages;(c) unfair, wrongful or constructive dismissal compensation;(d) compensation claims for sex, race or disability discrimination or discrimination on the grounds of religion, belief or sexual orientation or claims for equal pay;

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- (e) compensation for less favourable treatment of part-time workers;
- (f) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Customer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-Contractor if such payment should have been made prior to the Service Transfer Date;
- (g) claims whether in tort, contract or statute or otherwise;
- (h) any investigation by the Equal Opportunities Commission, the Disability Rights Commission, or the Commission for Racial Equality or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation);]

"Environmental Information Regulations"

means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

"Equipment"

means the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Customer) in the performance of its obligations under the Contract;

means the Cabinet Office Efficiency and Reform Group;

"ERG"

"Exit Plan"

has the meaning set out in Clause 5.7;

"Expiry Date"

means the date set out in paragraph 1.2 of the Order Form;

"Fair Deal Employee"

means (a) the Transferring Customer Employees and (b) those Former Supplier Employees whose period of continuous employment commenced with and who originally transferred from employment with central or local government or a public sector employer pursuant to a Relevant Transfer under TUPE (or the predecessor legislation to TUPE), and who remain in

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	employment relating to the provision of services to which that Relevant Transfer applied;]
"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
"Force Majeure"	<p>means any event, occurrence or cause affecting the performance by either the Customer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none">a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party;b) riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;c) acts of government, local government or Regulatory Bodies;d) fire, flood or any disaster;e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <p>any industrial dispute relating to the Supplier, the Supplier's Staff or any other failure in the Supplier or the Sub-Contractor's supply chain; and</p> <p>any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned;</p>
"Framework Agreement"	means the framework agreement between the Authority and the Supplier referred to in the Order Form;
"Framework Price(s)"	means the price(s) applicable to the provision of the Services set out in Framework Schedule 3 (Charging Structure);
"Fraud"	means any offence under any Laws creating offences in respect of fraudulent acts or in relation to the Misrepresentation Act 1967 or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud a Contracting Body or the Customer;

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"General Principles"	has the meaning set out in paragraph 1.2.1 of Schedule 5 (Disaster Recovery and Business Continuity);
"Gold Licence Terms"	means the terms set out in Schedule 7 paragraph 3 that shall apply to all elements of Gold Software;
"Gold Software"	means software identified as such in paragraph 4 of the Order Form [together with all other software which is not listed in paragraph 4 of the Order Form but which is or will be used by the Supplier or any Sub-Contractor for the purposes of providing the Services or is embedded in and in respect of such other software as required to be licensed in order for the Customer to receive the benefit of and/or make use of the Services];]
"Good Industry Practice"	means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Guarantee"	means the deed of guarantee set out in Schedule 3;
"Guarantor"	means the Supplier's parent company identified in the Order Form (if any);]
"Holding Company"	shall have the meaning given to it in section 1159 and Schedule 6 of the Companies Act 2006;
"HMRC"	means Her Majesty's Revenue and Customs;
"ICT"	means information and communications technology;
"ICT Environment"	means the Customer System and the Supplier System;
"Implementation Plan"	means the plan referred to in paragraph 5.1 of the Order Form;
"Information"	has the meaning given under section 84 of the FOIA;
"Intellectual Property Rights" or "IPRs"	means (a) patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights,

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	semi-conductor topography rights, rights in inventions, domain names and website addresses, trade or business names, rights in Know-How and moral rights and other similar rights or obligations whether registerable or not;
	(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
	(c) all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off;
"ITT Response"	means the response submitted by the Supplier to the Invitation to Tender issued by the Authority on 31 October 2014;
"Key Personnel"	means the individuals (if any) identified in paragraph 3.2 of the Order Form;
"Know-How"	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the Supplier's or the Customer's possession before the Commencement Date;
"Law"	means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of Court or directives or requirements of any Regulatory Body, delegated or subordinate legislation;
"List x"	means, in relation to a Sub-Contractor, one who has been placed on List x in accordance with Ministry of Defence guidelines and procedures, due to that Sub-Contractor undertaking work on its premises marked as "CONFIDENTIAL" or above;
"Management Information"	means the management information specified in Framework Schedule 8 (Management Information);

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"Malicious Software"	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Material Breach"	means a material breach of this Contract [and/or, breach by the Supplier of any of the following Clauses: Clause 8 (Monitoring of Contract Performance), Clause 9 (Continuous Improvement), Clause 22.5 (Protection of Personal Data), Clause 22.7 (Official Secrets Acts 1911 to 1989), Clause 23 (Warranties and Representations), Clause 30 (Prevention of Bribery and Corruption), Clause 31 (Records and Audits Access), Clause 32 (Discrimination), Clause 33 (Prevention of Fraud), Clause 34 (Transfer and Sub-Contracting), shall be a material breach.
"Milestone"	means an event or task described in the Implementation Plan which must be completed by the corresponding date set out in such plan;
"Milestone Date"	means the date set against the relevant Milestone in the Implementation Plan;
"Minimum Insurance Period"	has the meaning given in paragraph 9.1 of the Order Form;
"Ministry of Justice Guidance"	means Ministry of Justice Guidance in relation to Section 9 of the Bribery Act 2010 available at http://www.justice.gov.uk/guidance/docs/bribery-act-2010-guidance.pdf ;
"Month"	means a calendar month and "Monthly" shall be interpreted accordingly;
"Order"	means the order submitted by the Customer to the Supplier in accordance with the Framework Agreement;
"Order Form"	means the form containing details of an Order, together with other information in relation to such Order, including without limitation the description of the Services to be supplied;
"Parent Company"	means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged by the same or similar business to the Supplier. The term

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	"Holding or Parent Company" shall have the meaning ascribed by the Companies Act 2006 or any statutory re-enactment or amendment thereto;
"Party"	means the Supplier or the Customer and "Parties" shall mean both of them;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Premises"	means the location where the Services are to be provided as set out in paragraph 2.3 of the Order Form;
"Process"	has the meaning given to "processing" under the Data Protection Act 1998 (but shall include both manual and automatic processing) , and "Process" and "Processed" shall be interpreted accordingly;
"Prohibited Act"	means: <ul style="list-style-type: none">1) to directly or indirectly offer, promise or give any person working for or engaged by the Customer and/or the Authority a financial or other advantage to:<ul style="list-style-type: none">a) induce that person to perform improperly a relevant function or activity; orb) reward that person for improper performance of a relevant function or activity; or2) committing any offence:<ul style="list-style-type: none">a) under the Bribery Act 2010; orb) under legislation creating offences concerning fraudulent acts; orc) at common law concerning fraudulent acts relating to this Call-Off Agreement or any other contract with the Authority and/or Customer and/or any other Contracting Body; ord) defrauding, attempting to defraud or conspiring to defraud the Authority and/or the Customer or any other Contracting Body.

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"Project Specific IPRs"	<p>means:</p> <p>(a) IPRs in the Services, Deliverables provided by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and all updates and amendments of these items created during the Contract Period; and/or</p> <p>(b) IPRs arising as a result of the provision of the Services and the Deliverables by the Supplier (or by a third party on behalf of the Supplier) under the Contract,</p> <p>including the rights in or to any database developed and supplied by the Supplier to the Customer in accordance with the terms of this Contract;</p>
"Property"	<p>means the property, other than real property and IPR, issued or made available to the Supplier by the Customer in connection with the Contract;</p>
"Quality Standards"	<p>means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies), that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with (as may be further detailed in paragraph 2.4 of the Order Form) and any other applicable quality standards, Government codes of practice and guidance;</p>
"Regulatory Bodies"	<p>means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Customer;</p>
"Related Supplier "	<p>means any person who provides services to the Customer which are related to the Services from time to time;</p>
"Relevant Transfer Date"	<p>means the date upon which the Relevant Transfer takes place;</p>
"Relevant Transfer"	<p>means a transfer of employment to which TUPE applies or is treated as applying;]</p>

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"Relevant Conviction"		means a Conviction that is relevant to the nature of the Services to be provided or as specified in paragraph 3.6 of the Order Form;
"Replacement Supplier"		means any third party service provider of Replacement Services appointed by the Customer from time to time;
"Replacement Services"		means any services which are substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the expiry or termination of this Contract, whether those services are provided by the Customer internally and/or by any third party;
"Request Information"	for	means a request for information or an apparent request relating to this Contract or the provision of the Services or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Review Report"		has the meaning set out in paragraph 6 of Schedule 5 (Disaster Recovery and Business Continuity);
"Satisfaction Certificate"		means the certificate materially in the form of the document contained in the Appendix to Schedule 4 granted by the Customer when the Supplier has Achieved a Milestone;
"Second Generation Fair Deal Employee"		means any employee whose employment transfers under a Relevant Transfer from the Former Supplier to the Supplier on the Relevant Transfer Date and who (i) in relation to previous employment with the Customer, had been accruing pension rights as an active member of Civil Service pension scheme immediately before a Relevant Transfer of his employment from the Customer to the Former Supplier, or a series of Relevant Transfers starting with employment with the Customer and finishing with employment with the Former Supplier, and (ii) had elected to transfer such pension rights from Civil Service pension scheme to the Former Supplier's Scheme;
"Security Management Plan"		means the Supplier's security management plan prepared pursuant to paragraph 3 of Schedule 2 an outline of which is set out in paragraph 2.5 of the Order Form as updated from time to time;
"Security Policy"		means the Customer's security policy set out in paragraph 2.5 of the Order Form, as updated from time to time;

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"Service Credits"	means the sums referred to in paragraph 5.3 of the Order Form as being payable by the Supplier in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Levels"	means any service levels applicable to the provision of the Services as referred to in paragraph 5.3 of the Order Form;
"Services"	means the services to be supplied as referred to in paragraph 2.1 of the Order Form;
"Silver Licence Terms"	means the terms set out in Schedule 7 paragraph 2 that shall apply to all elements of Silver Software;
"Silver Software"	means software identified as such in paragraph 4 of the Order Form;]
"Sites"	means any premises from which the Services are provided or from which the Supplier manages, organises or otherwise directs the provision or the use of the Services or where any part of the Supplier System is situated or where any physical interface with the Customer System takes place;
"Software"	means the Supplier Software and Customer Software;
"Source Code"	means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all technical information and documentation necessary for the use, reproduction, modification and enhancement of such software;
"Staff"	means all persons employed by the Supplier and/or any Sub-Contractor to perform its obligations under the Contract together with the Supplier's and/or any Sub-Contractor's servants, consultants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract;
"Staffing Information"	means written information about each of the Supplier or its Sub-Contractor's Staff including in particular: the percentage of working time spent by each of them in the provision of the services; job title, remuneration (meaning salary and benefits and any enhanced redundancy terms), age, length of service, notice period, particulars of employment in accordance with section 1 of the Employment Rights Act 1996, the applicability of any collective agreement to such staff, any disciplinary action taken against any of them in the preceding two (2) Years, details of any grievances raised by any of them in the preceding two (2) Years,

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	any Court or employment tribunal proceedings brought by any of them in the preceding two (2) Years, any potential proceedings which the Supplier or its Sub-Contractor reasonably considers may be raised by any of them, and information about any of them who have been absent from work for one (1) Month or more regardless of the reason at the time the staffing information is requested;
"Staff Vetting Procedures"	means the Customer's procedures and departmental policies for the vetting of personnel as set out in paragraph 2.8 of the Order Form;
"Sub-Contract"	means any contract or agreement or proposed contract or agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Services or any part thereof or facilities, services necessary for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
"Sub-Contractor"	means the third party with whom the Supplier enters into a Sub-Contract or its servants or agents and any third party with whom that third party enters into a Sub-Contract or its servants or agents;
"Supplier"	means the person, firm or company with whom the Customer enters into the Contract as identified in the Order Form;
"Supplier Pre-Existing IPR"	shall mean any Intellectual Property Rights vested in or licensed to the Supplier prior to or independently of the performance by the Customer of its obligations under the Contract and including, for the avoidance of doubt, guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs;
"Supplier's Proposals"	has the meaning set out in paragraph 7.3.3 of Schedule 5 (Disaster Recovery and Business Continuity);
"Supplier Software"	means the Gold Software, Silver Software, Bronze Software and COTS Software;
"Supplier Solution"	means the Supplier's solution for the provision of the Services as referred to in paragraph 3.1 of the Order Form;
"Supplier System"	means the information and communications technology system used by the Supplier in performing the Services including the Software, the Equipment

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	and related cabling (but excluding the Customer System);
"Supplier's Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential,;
"Technical Standards"	means the technical standards set out in paragraph 2.4 of the Order Form;
"Tender"	means the tender submitted by the Supplier to the Customer in response to the Customer's invitation to suppliers for formal offers to supply it with the Services pursuant to the Framework Agreement;
"Tests" and "Testing"	means any tests required to be carried out pursuant to this Contract as set out in the Test Plan and in paragraph 5.2 of the Order Form;
"Test Issue"	means any variance or non-conformity of Services or Deliverables from its requirements as set out in the Contract;
"Test Plan"	means a plan for the Testing of the Services or Deliverables and other agreed criteria related to the achievement of Milestones as described further in paragraph 4 of Schedule 4;
"Test Strategy"	means a strategy for the conduct of Testing as described further in paragraph 3 of Schedule 4;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive;
"Transferring Supplier Employees"	means those employees of the Supplier to which TUPE will apply on the Service Transfer Date, and in respect of whom written notification has been given by the Supplier to the Customer before the Service Transfer Date;
"Transferring Customer Employees"	means those employees of the Customer to which TUPE will apply on the Relevant Transfer Date, and in respect of whom written notification has been given by the Customer to the Supplier before the Relevant Transfer Date;

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"Undelivered Services"	shall have the meaning given in Clause 5.1.3;
"Undisputed Sums Time Period"	has the meaning given in paragraph 10.1 of the Order Form;
"Use"	means: <ul style="list-style-type: none">(a) with respect to Bronze Software, Silver Software and COTS Software, the right to load, execute, store, transmit, display and copy (for the purposes of loading, execution, storage, transmission or display) that software; and(b) with respect to the Gold Software, the right to load, execute, store, transmit, display, copy (for the purposes of loading, execution, storage, transmission or display), modify, adapt, enhance, reverse compile, decode, translate, or otherwise utilise that software;
"Valid Invoice"	means an invoice issued by the Supplier to the Customer that complies with Clause 13.2.2;
"Variation"	has the meaning given to it in Clause 39.1;
"Variation Procedure"	means the procedure set out in Clause 39;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Working Day"	means any day other than a Saturday or Sunday or public holiday in England and Wales; and
"Year"	means a calendar year.

1.2 Interpretation

The interpretation and construction of the Contract shall be subject to the following provisions:

- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.2.2 words importing the masculine include the feminine and the neuter;
- 1.2.3 the words "include", "includes" and "including" "for example" and "in particular" and words of similar effect are to be construed as if they were immediately followed by the words "without limitation" and shall not limit the general effect of the words which precede them;

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- 1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.2.5 the Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Schedules;
- 1.2.6 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- 1.2.7 headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;
- 1.2.8 references to "Clauses" and "Schedules" are, unless otherwise provided, references to the Clauses of and Schedules to this Contract. References to "paragraphs" are, unless otherwise provided, references to paragraphs of the Schedule in which the references are made;
- 1.2.9 terms or expressions contained in this Contract which are capitalised but which do not have an interpretation in Clause 1 shall be interpreted in accordance with the Framework Agreement save for such words as do not have an interpretation in the Framework Agreement in which case they shall be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise they shall be interpreted in accordance with the dictionary meaning;
- 1.2.10 reference to a Clause is a reference to the whole of that Clause unless stated otherwise; and
- 1.2.11 in the event of and only to the extent of any conflict between the Order Form, the Clauses of the Contract, any document referred to in the Clauses of the Contract and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:
 - 1.2.11.1 the Framework Agreement;
 - 1.2.11.2 the Clauses of the Contract;
 - 1.2.11.3 the Order Form; and
 - 1.2.11.4 any other document referred to in the Clauses of the Contract.

2. DUE DILIGENCE

- 2.1 The Supplier acknowledges that it:
 - 2.1.1 has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Customer;

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2.1.2 has raised all relevant due diligence questions with the Customer before the Commencement Date; and

2.1.3 has entered into this Contract in reliance on its own due diligence alone.

3. GUARANTEE

Where the Customer has specified in the Order Form that this Contract shall be conditional upon receipt of a Guarantee from the Guarantor, the Supplier shall deliver to the Customer an executed Guarantee substantially in the form set out in Schedule 3 from the Guarantor, on or prior to the Commencement Date.

4. CONTRACT PERIOD

4.1 This Contract shall take effect on the Commencement Date and shall either expire on:

4.1.1 the date specified in the Order Form; or

4.1.2 four (4) Years after the Commencement Date.

whichever is the earlier, unless terminated earlier pursuant to Clause 25.

4.2 For the purposes of this Contract, the initial period and any extensions thereof shall be referred to as the “**Term**”.

5. SUPPLY OF SERVICES

5.1 Implementation of the Services

5.1.1 The Supplier shall provide the Services in accordance with the Implementation Plan and Milestones (if any).

5.1.2 Where the Services are to be carried out in accordance with the Implementation Plan and Milestones then the Parties agree to carry out their respective obligations set out in Schedule 4 (Testing).

5.1.3 In the event that not all of the Services are delivered by the relevant Milestone Dates specified in the Implementation Plan (“**Undelivered Services**”) then the Customer shall be entitled to withhold payment of the Contract Charges for any Services that were not delivered in accordance with the corresponding Milestone Date until such time as the Undelivered Services are delivered.

5.1.4 Unless otherwise agreed, time of delivery in relation to implementing, commencing and/or supplying of the Services shall be of the essence and if the Supplier fails to provide the Services within the time specified in accordance with Clause 5.1.1 and paragraph 5.1 of the Order Form (and without prior Approval), the Customer may release itself from any obligation to accept and pay for the Services and/or terminate the Contract, in either case without prejudice to any other rights and remedies of the Customer under this Contract.

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5.2 On-going Supply of the Services

- 5.2.1 The Supplier shall supply the Services during the Contract Period in accordance with the Customer's requirements as set out in the Contract in consideration for the payment of the Contract Charges. The Customer may inspect and examine the manner in which the Supplier supplies the Services at the Premises during normal business hours on reasonable notice.
- 5.2.2 Time in relation to the on-going supply of the Services shall be of the essence.
- 5.2.3 Except where otherwise provided in the Contract, the Services provided by the Staff or the Sub-Contractors at such place or places as set out in paragraph 2.3 of the Order Form.
- 5.2.4 If the Customer informs the Supplier in writing that the Customer reasonably believes that any part of the Services does not meet the requirements of the Contract or differs in any way from those requirements, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Customer.
- 5.2.5 The Supplier agrees that the Customer relies on the skill and judgment of the Supplier in the supply of the Services and the performance of its obligations under the Contract.

5.3 Provision and Removal of Equipment

- 5.3.1 Unless otherwise stated in the Order Form, the Supplier shall provide all the Equipment necessary for the supply of the Services.
- 5.3.2 The Supplier shall not deliver any Equipment nor begin any work on the Premises without obtaining the Approval.
- 5.3.3 All Equipment brought onto the Premises shall be at the Supplier's own risk and the Customer shall have no liability for any loss of or damage to any Equipment unless and to the extent that the Supplier is able to demonstrate that such loss or damage was caused by or contributed to by the Customer's default. The Supplier shall be wholly responsible for the haulage or carriage of the Equipment to the Premises and the removal thereof when it is no longer required by the Customer and in each case at the Supplier's sole cost. Unless otherwise stated in this Contract, Equipment brought onto the Premises will remain the property of the Supplier.
- 5.3.4 The Supplier shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.

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5.3.5 The Supplier shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:

5.3.5.1 remove from the Premises any Equipment which in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with the Contract; and

5.3.5.2 replace such item with a suitable substitute item of Equipment.

5.3.6 Upon termination or expiry of the Contract, the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or Supplier's Staff.

5.4 Quality

5.4.1 The Supplier shall at all times comply with the Technical Standards and the Quality Standards, standards provisions of Schedule 10 and where applicable shall maintain accreditation with the relevant Quality Standards' authorisation body. To the extent that the standard to which the Services must be provided has not been specified in the Contract, the Supplier shall agree the relevant standard for the provision of the Services with the Customer prior to the supply of the Services commencing and in any event, the Supplier shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

5.4.2 The Supplier shall ensure that the Staff shall at all times during the Contract Period:

5.4.2.1 faithfully and diligently perform those duties and exercise such powers as necessary in connection with the provision of the Services;

5.4.2.2 obey all lawful instructions and reasonable directions of the Customer and provide the Services to the reasonable satisfaction of the Customer; and

5.4.2.3 apply all due skill, care, diligence and are appropriately experienced, qualified and trained.

5.4.3 The Supplier shall without prejudice to Clause 5.2.4 perform its obligations under the Contract in a timely manner.

5.4.4 The Supplier shall supply the Services and in accordance with the specification in the Framework Agreement, the Order Form and in accordance with all applicable Laws.

5.4.5 The Supplier shall at all times during the Contract Period ensure that:

5.4.5.1 the Services conform in all respects with the specifications set out in the Order Form and/or where applicable the Framework Agreement;

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- 5.4.5.2 the Services operate in accordance with the relevant technical specifications and correspond with all requirements and standards as set out in the Order Form and Schedule 10;
- 5.4.5.3 the Services conform in all respects with all applicable Laws, Quality Standards and Technical Standards;
- 5.4.5.4 the Services are supplied in accordance with the Supplier Solution.

5.5 Testing

The Parties shall carry out their obligations set out in Schedule 4.

5.6 Service Levels

- 5.6.1 The Supplier shall provide the Services to meet or exceed the Service Levels and any failure to meet the Service Levels shall entitle the Customer to Service Credits calculated in accordance with the provisions of Schedule 6 or in the event of a Critical Service Failure shall give rise to a right for the Customer to terminate the Contract with immediate effect upon giving written notice to the Supplier.
- 5.6.2 The Supplier shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Supplier's performance of the Services against the applicable Service Levels at a level of detail sufficient to verify compliance with the Service Levels.

5.7 Exit Planning

The Supplier shall, within three (3) Months after the Commencement Date, deliver to the Customer a plan (the "**Exit Plan**") which sets out the Supplier's proposed methodology for achieving orderly transition of the provision of the Services from the Supplier to the Customer and/or the Replacement Supplier on the expiry or termination of this Contract. Within thirty (30) Working Days after submission of the draft Exit Plan (or any revised Exit Plan) the Parties will use their reasonable endeavours to agree its content and if they are unable to reach agreement then the dispute shall be referred to the Dispute Resolution Procedure. The Supplier will review and update the Exit Plan within one (1) Month of each anniversary of the Commencement Date and shall comply with the exit planning provisions as set out in Schedule 8.

6. ASSISTANCE ON EXPIRY OR TERMINATION

In the event that this Contract expires or is terminated the Supplier shall, where so requested by the Customer, provide assistance to the Customer to migrate the provision of the Services to a Replacement Supplier including as set out in the Exit Plan Schedule 8.

7. DISASTER RECOVERY AND BUSINESS CONTINUITY

The Parties shall comply with the provisions of Schedule 5 (Disaster Recovery and Business Continuity).

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8. MONITORING OF CONTRACT PERFORMANCE

- 8.1 The Supplier shall comply with the monitoring arrangements referred to in paragraph 5.5 of the Order Form including, but not limited to, providing such data and information as the Supplier may be required to produce under the Contract.
- 8.2 Where requested by the Customer, the Supplier shall supply the Management Information to the Customer in the form set out in the Management Information Schedule 8 of the Framework Agreement (as amended from time to time) on such date during the Contract Period as specified in paragraph 5.5 of the Order Form.

9. CONTINUOUS IMPROVEMENT

- 9.1 The Supplier shall have an ongoing obligation throughout the Contract Period to identify new or potential improvements to the Services pursuant to which it will regularly review with the Customer the Services and the manner in which it is providing the Services with a view to reducing the Customer's costs (including the Contract Charges) and/or improving the quality and efficiency of the Services and to comply with any specific provisions in accordance with the provisions referred to in paragraph 5.6 of the Order Form.
- 9.2 Any amendments to the Services and/or the Contract Charges, required by the Customer to implement or effect such improvements identified as a result of the Supplier's compliance with Clause 9.1, shall be implemented by the Supplier (subject to compliance with EU procurement Law and the Framework Agreement) and the Supplier shall implement such variation amendment or improvement at no additional cost to the Customer.
- 9.3 The Supplier shall ensure that the information that it provides to the Customer in accordance with Clause 9.1 shall be sufficient for the Customer to decide whether any improvement to the Services should be implemented. The Supplier shall provide any further information that the Customer requests in connection with any improvements to the Services identified by the Supplier.
- 9.4 Notwithstanding the Supplier's obligations under Clause 9.1 to 9.3 above, the Customer shall be entitled to regularly benchmark the Contract Charges and performance of the Services, against other suppliers providing services substantially the same as the Services during the Contract Period in order to compare the Contract Charges and level of performance of the Services with charges and services offered by third parties so as to provide the Customer with information for comparison purposes.
- 9.5 The Customer shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking evaluation referred to in Clause 9.4 above.
- 9.6 The Customer shall be entitled to disclose the results of any benchmarking of the Contract Charges and provision of the Services carried out under Clause 9.4 to the Authority and any Contracting Body (subject to the Contracting Body entering into reasonable confidentiality undertakings).
- 9.7 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the Customer in order to undertake the benchmarking in

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accordance with Clause 9.4 and such information requirements shall be at the discretion of the Customer.

9.8 Where, as a consequence of any benchmarking carried out by the Customer under Clause 9.4, the Customer decides improvements to the Services should be implemented such improvements shall be implemented by way of the Contract Variation procedures set out in Clause 39.

9.9 The benefit of any work carried out by the Supplier to improve or update the Services or to facilitate their delivery to any other Contracting Body and/or any alterations or variations to the Contract Charges or the provision of the Services, which are identified in the Continuous Improvement Plan produced by the Supplier and/or as a consequence of any benchmarking carried out by the Authority pursuant to Framework Schedule 7 (Value for Money), shall be implemented by the Supplier (subject to EU procurement Law and the Framework Agreement) at no additional cost to the Customer.

10. DISRUPTION

10.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.

10.2 The Supplier shall immediately inform the Customer of any actual or potential industrial action, whether such action be by the Supplier's own employees or others, which affects or might affect the Supplier's ability at any time to perform its obligations under the Contract.

10.3 In the event of industrial action by the Supplier's Staff, the Supplier shall seek Approval to its proposals for the continuance of the supply of the Services in accordance with its obligations under the Contract.

10.4 If the Supplier's proposals referred to in Clause 10.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Contract may be terminated with immediate effect by the Customer, by notice in writing.

10.5 If the Supplier is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business caused by the Customer, an appropriate allowance by way of extension of time will be approved by the Customer. In addition, the Customer will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

11. REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE OF THE SERVICES

11.1 Without prejudice to any other right or remedy which the Customer may have, if any Services are not supplied in accordance with, or the Supplier fails to comply with any of the terms of the Contract then the Customer may (whether or not any part of the Services have been Delivered) do any of the following:

11.1.1 at the Customer's option, give the Supplier the opportunity (at the Supplier's expense) to remedy any failure in the performance of the Services together with any damage resulting from such defect or failure (and where such defect or failure is capable of remedy) or to supply Replacement Services

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and carry out any other necessary work to ensure that the terms of the Contract are fulfilled, in accordance with the Customer's instructions;

- 11.1.2 if paragraph 5.1 of the Order Form provides for the payment of Delay Payments, then the Supplier shall pay such amounts (calculated in accordance with paragraph 5.1 of the Order Form) on demand. The Delay Payments will accrue on a daily basis from the relevant Milestone Date and will continue to accrue until the date when the Milestone is Achieved;
- 11.1.3 carry out, at the Supplier's expense, any work necessary to make the Services comply with the Contract;
- 11.1.4 without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Customer that the Supplier will once more be able to supply all or such part of the Services in accordance with the Contract;
- 11.1.5 without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Charges shall be made) and thereafter itself supply or procure a third party to supply such part of the Services; and/or
- 11.1.6 charge the Supplier for and the Supplier shall on demand pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

11.2 In the event that the Supplier:

- 11.2.1 fails to comply with Clause 5.1.4 and the failure is materially adverse to the interests of the Customer or prevents the Customer from discharging a statutory duty; or
- 11.2.2 persistently fails to comply with Clause 5.1.4,

the Customer may terminate the Contract with immediate effect by giving the Supplier notice in writing.

12. PREMISES

12.1 Inspection of Premises

- 12.1.1 The Supplier acknowledges that it has inspected the Customer's Premises and has advised the Customer of any aspect of the Customer's Premises that is not suitable for the provision of the Services and that the specified actions to remedy the unsuitable aspects of the Customer's Premises, together with a timetable for and the costs of those actions, have been specified in paragraph 3.8 of the Order Form.

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- 12.1.2 If the Supplier has either failed to inspect the Customer's Premises or failed to notify the Customer of any required remedial actions in accordance with Clause 12.1.1 then the Supplier shall not be entitled to recover any additional costs or charges from the Customer relating to any unsuitable aspects of the Customer's Premises except in respect of any latent structural defect in the Customer's Premises. The onus shall be on the Supplier to prove to the Customer that any work to the Customer's Premises is required in respect of a latent structural defect and that the additional costs or charges are reasonable and necessary. The Supplier shall not incur such additional costs or charges without obtaining Approval
- 12.1.3 Any disputes relating to due diligence as set out in Clause 2 or this Clause 12 shall be resolved in accordance with the Dispute Resolution Procedure.

12.2 Licence to occupy Premises

- 12.2.1 Any Customer's Premises made available from time to time to the Supplier by the Customer in connection with the Contract shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under the Contract. The Supplier shall have the use of such Customer's Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of the Contract.
- 12.2.2 The Supplier shall limit access to the Customer's Premises to such Staff as is necessary to enable it to perform its obligations under the Contract and the Supplier shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such Customer's Premises as the Customer may reasonably request.
- 12.2.3 Save in relation to such actions identified by the Supplier in accordance Clause 12.1.1 and set out in paragraph 3.8 of the Order Form, should the Supplier require modifications to the Customer's Premises, such modifications shall be subject to Approval and shall be carried out by the Customer at the Supplier's expense. The Customer shall undertake any modification work which it approves pursuant to this Clause 12.2.3 without undue delay. Ownership of such modifications shall rest with the Customer.
- 12.2.4 The Supplier shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of such Customer's Premises and conduct of personnel at the Customer's Premises as determined by the Customer, and the Supplier shall pay for the cost of making good any damage caused by the Supplier or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 12.2.5 The Parties agree that there is no intention on the part of the Customer to create a tenancy of any nature whatsoever in favour of the Supplier or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Customer retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.

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12.3 Property

- 12.3.1 Where the Customer issues Property free of charge to the Supplier such Property shall be and remain the Property of the Customer and the Supplier irrevocably licences the Customer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Property. The Supplier shall not in any circumstances have a lien or any other interest on the Property and at all times the Supplier shall possess the Property as fiduciary agent and bailee of the Customer. The Supplier shall take all reasonable steps to ensure that the title of the Customer to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Customer's request, store the Property separately and securely and ensure that it is clearly identifiable as belonging to the Customer.
- 12.3.2 The Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Customer otherwise within five (5) Working Days of receipt.
- 12.3.3 The Supplier shall maintain the Property in good order and condition (excluding fair wear and tear) and shall use the Property solely in connection with the Contract and for no other purpose without Approval
- 12.3.4 The Supplier shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Customer's reasonable security requirements as required from time to time.
- 12.3.5 The Supplier shall be liable for all loss of, or damage to the Property, (excluding fair wear and tear), unless such loss or damage was caused by the Customer's Default. The Supplier shall inform the Customer within two (2) Working Days of becoming aware of any defects appearing in or losses or damage occurring to the Property.

13. PAYMENT AND CONTRACT CHARGES

13.1 Contract Charges

- 13.1.1 In consideration of the Supplier's performance of its obligations under the Contract, the Customer shall pay the Contract Charges in accordance with Clause 13.2 (Payment and VAT).
- 13.1.2 The Customer shall, in addition to the Contract Charges and following delivery by the Supplier of a valid VAT invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.
- 13.1.3 If at any time during the Contract Period the Supplier reduces its Framework Prices for any Services which is provided under the Framework Agreement (whether or not such Services are offered in a catalogue which is provided under the Framework Agreement) in accordance with the terms of the Framework Agreement, the Supplier shall immediately reduce the Contract Charges for such Services under this Contract by the same amount.

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- 13.1.4 The benefit of any work being done pursuant to the provisions of Schedule 7 (Value for Money) of the Framework Agreement which is specifically commissioned from the Supplier by another Contracting Body at any time prior to or during the Contract Period to reduce costs or to improve the quality or efficiency of the Services or to facilitate their delivery shall be offered by the Supplier to the Customer at no charge.

13.2 Payment and VAT

- 13.2.1 The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within the time period specified in paragraphs 7.1 and 7.2 of the Order Form.
- 13.2.2 The Supplier shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services provided and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice.
- 13.2.3 Where the Supplier enters into a Sub-Contract it shall ensure that a provision is included in such Sub-Contract which requires payment to be made of all sums due by the Supplier to the Sub-Contractor within a specified period not exceeding thirty (30) calendar days from the receipt of a validly issued invoice, in accordance with the terms of the Sub-Contract.
- 13.2.4 The Supplier shall add VAT to the Contract Charges at the prevailing rate as applicable.
- 13.2.5 The Supplier shall indemnify the Customer on demand and on a continuing basis against any liability, including without limitation any interest, penalties or costs, which are suffered or incurred by or levied, demanded or assessed on the Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this Clause 13.2.5 shall be paid by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.
- 13.2.6 The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Contract under Clause 25.4 (Termination on Default) for failure to pay undisputed sums of money. Interest shall be payable by the Customer on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 13.2.7 The Supplier shall accept the Government Procurement Card as a means of payment for the Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.

13.3 Recovery of Sums Due

- 13.3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Contract), the Customer

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may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Contract or under any other agreement or contract with the Customer.

- 13.3.2 Any overpayment by either Party, whether of the Contract Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 13.3.3 The Supplier shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.
- 13.3.4 All payments due shall be made in accordance to timelines as set out in paragraph 7.2 of the Order Form unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

13.4 Euro

- 13.4.1 Any requirement of Law to account for the Services in Euro, (or to prepare for such accounting) instead of and/or in addition to Sterling, shall be implemented by the Supplier free of charge to the Customer.
- 13.4.2 The Customer shall provide all reasonable assistance to facilitate compliance with Clause 13.4.1 by the Supplier.

14. KEY PERSONNEL

- 14.1 The Parties have agreed to the appointment of the Key Personnel. The Supplier shall and shall procure that any Sub-Contractor shall obtain Approval before removing or replacing any Key Personnel during the Contract Period.
- 14.2 The Supplier shall provide the Customer with at least [one (1)] Month's written notice of its intention to replace any member of Key Personnel.
- 14.3 The Customer shall not unreasonably delay or withhold its Approval to the removal or appointment of a replacement for any relevant Key Personnel by the Supplier or Sub-Contractor.
- 14.4 The Supplier acknowledges that the persons designated as Key Personnel from time to time are essential to the proper provision of the Services to the Customer. The Supplier shall ensure that the role of any Key Personnel is not vacant for any longer than ten (10) Working Days and that any replacement shall be as qualified and experienced or more qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.
- 14.5 The Customer may also require the Supplier to remove any Key Personnel that the Customer considers in any respect unsatisfactory. The Customer shall not be liable for the cost of replacing any Key Personnel.

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15. SUPPLIER'S STAFF

15.1 The Customer may, by written notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Customer's Premises:

15.1.1 any member of the Staff; or

15.1.2 any person employed or engaged by any member of the Staff,

whose admission or continued presence would, in the reasonable opinion of the Customer, be undesirable.

15.2 At the Customer's written request, the Supplier shall provide a list of the names and addresses of all persons who may require admission to the Customer's Premises in connection with the Contract, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Customer may reasonably request.

15.3 Staff engaged within the boundaries of the Customer's Premises shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or within the boundaries of those Customer's Premises.

15.4 If the Supplier fails to comply with Clause 15.2 within three (3) weeks of the date of the request, the Customer may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

15.5 The decision of the Customer as to whether any person is to be refused access to the Premises and as to whether the Supplier has failed to comply with Clause 15.2 shall be final and conclusive.

Relevant Convictions

15.6 The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found by the Supplier to have any Relevant Convictions (whether as a result of a police check or through the Criminal Records Bureau procedures or otherwise), is employed or engaged in any part of the provision of the Services without Approval.

15.7 For each member of Staff who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):

15.7.1 carry out a check with the records held by DfE;

15.7.2 conduct thorough questioning regarding any Relevant Convictions; and

15.7.3 ensure a police check is completed and such other checks as may be carried out through the Criminal Records Bureau,

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and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.]

16. TUPE

16.1 TUPE is not intended to apply at Commencement.

17. STAFFING SECURITY

17.1 The Supplier shall comply with the Staff Vetting Procedures in respect of all Supplier Staff employed or engaged in the provision of the Services. The Supplier confirms that all Staff employed or engaged by the Supplier at the Commencement Date were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.

17.2 The Supplier shall provide training on a continuing basis for all Staff employed or engaged in the provision of the Services in compliance with the Security Policy and Security Management Plan.

17.3 Save in respect of the circumstances set out in Clause 19.3 above in the event that it will take longer for the Supplier to carry out the work than to secure Clearance and subject to the Customer's agreement, the Customer's existing practices for escorting and supervising un-cleared Sub-Contractors will be followed until such time as the Sub-Contractor's Clearance is confirmed.

17.4 Where the persons engaged by a Sub-Contractor have previously held Clearance, the Supplier may consider such person's Clearance as current if that person has not worked continuously on jobs where Clearance is required, only where the following conditions are met:

17.4.1 that person's existing Clearance is not more than three (3) Years old in relation to non List x or five (5) Years old in relation to List x;

17.4.2 the Sub-Contractor has worked on a previous job and had required clearance in the past twelve (12) Months; or

17.4.3 the Sub-Contractor has not resided overseas for more than six (6) Months since its last cleared post.

18. INTELLECTUAL PROPERTY RIGHTS

18.1 Save as expressly granted elsewhere under this Contract:

18.1.1 the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, including:

18.1.1.1 the Supplier Software;

18.1.1.2 the Documentation; or

18.1.1.3 the Supplier Pre-Existing IPR,

and

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- 18.1.2 the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors, including:
 - 18.1.2.1 the Customer Software;
 - 18.1.2.2 the Customer Pre-Existing IPR;
 - 18.1.2.3 the Customer Data;
 - 18.1.2.4 [the Assigned Software;] or
 - 18.1.2.5 [Specially Written Software;] or
 - 18.1.2.6 [the Project Specific IPR;]
- 18.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 20.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).
- 18.3 The Supplier shall not, and shall procure that its Staff shall not, (except when necessary for the performance of the Contract) without Approval, use or disclose any of the Customer's Software, Customer's Pre-Existing IPR, [Assigned Software, Customer Data, Specially Written Software or the Project Specific IPRs] to any third party.
- 18.4 In relation to the Supplier Software:
 - 18.4.1 the Gold Software shall be licensed on the Gold License Terms;
 - 18.4.2 the Silver Software shall be licensed on the Silver License Terms;
 - 18.4.3 the Bronze Software shall be licensed on the Bronze License Terms;
 - 18.4.4 the COTS Software shall be licensed on the COTS License Terms; and
 - 18.4.5 the Assigned Software shall be subject to the Assigned Software Terms.
- 18.5 The Supplier hereby grants, or shall procure the direct grant, to the Customer (and the Replacement Supplier) of a perpetual, transferrable, irrevocable, sub-licensable, non-exclusive, royalty free licence to use the Supplier Pre-Existing IPR and the Documentation so far as is necessary for the Customer to receive the Services and make use of the services provided by the Replacement Supplier.
- 18.6 The Supplier hereby grants to the Customer a perpetual, transferrable, irrevocable, sub-licensable, non-exclusive, royalty free licence to copy the Documentation for any purpose connected with the receipt of the Services or that is incidental to the exercise of the rights granted to the Customer under this Contract.
- 18.7 The Supplier hereby assigns to the Customer, with full title guarantee, title to and all rights and interest in the Project Specific IPRs or shall procure that the first owner of the Project Specific IPRs assigns them to the Customer on the same basis. Such assignment shall either take effect on the Commencement Date or as a present assignment of future rights that will take effect immediately on the coming into

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existence of the Project Specific IPRs, as appropriate. The Supplier shall waive or procure a waiver of any moral rights in the Project Specific IPRs assigned to the Customer under this Contract.

- 18.8 If requested to do so by the Customer, the Supplier shall without charge to the Customer execute all documents and do all such further acts as the Customer may require to perfect the assignment under Clause 20.5.
- 18.9 The Customer hereby grants to the Supplier a non-exclusive, non-assignable royalty free licence to use the Customer Software, Customer's Pre-Existing IPR, Assigned Software, Specially Written Software, Customer Data and the Project Specific IPRs during the Contract Period for the sole purpose of enabling the Supplier to provide the Services. Such licence:
- 18.9.1 includes the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 22.6 (Confidentiality); and
- 18.9.2 is granted solely to the extent necessary for performing the Services in accordance with this Contract. The Supplier shall not, and shall procure that the Sub-Contractors do not, use the licensed materials for any other purpose or for the benefit of any person other than the Customer.
- 18.10 In the event of the termination or expiry of this Contract, the licence referred to in Clause 20.9 and any sub-licence granted in accordance with Clause 20.9.1 shall terminate automatically and the Supplier shall deliver to the Customer all material licensed to the Customer pursuant to Clause 20.9 in the Supplier's possession or control.
- 18.11 Subject to Clause 20.12 and Clause 20.13 the Supplier shall ensure that no unlicensed software or open source software [(other than such Software in relation to which the Supplier has deposited the Source Code into escrow)] is interfaced with or embedded within any Customer Software or Specially Written Software.
- 18.12 Prior to using any third party IPRs in connection with the supply of the Services, the Supplier shall submit all details of such third party IPRs as the Customer may request to the Customer for Approval ("**Request for Approval**"). The Supplier shall provide the Customer with details of any third party licence required by the Supplier and/or the Customer in order for the Supplier to carry out its obligations under the Contract using the third party IPRs in the Request for Approval. The Customer reserves the right to withhold Approval in the event that it does not agree to the terms of the third party licence or where any additional charges will be incurred.
- 18.13 Where the Supplier is granted Approval to use the third party IPRs set out in a Request for Approval, the Supplier shall procure that the owner of such third party IPRs grants to the Customer a licence upon the terms informed to the Customer in the Request for Approval.
- 18.14 The Supplier shall on demand, during and after the Contract Period, fully indemnify and keep fully indemnified and hold the Customer and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Customer or the Crown may suffer or incur as a result of any claim that the rights granted to the Customer pursuant to this Contract

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and/or the performance by the Supplier of the Services and/or Deliverables and/or the possession or use by the Customer of the Deliverables infringes or allegedly infringes a third party's Intellectual Property Rights ("**Claim**") except where the Claim arises from:

- 18.14.1 items or materials based upon designs supplied by the Customer; or
 - 18.14.2 the use of data supplied by the Customer which is not required to be verified by the Supplier under any provision of the Contract.
- 18.15 The Customer shall notify the Supplier in writing of the Claim and the Customer shall not make any admissions which may be prejudicial to the defence or settlement of the Claim. The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with the Claim provided always that the Supplier:
- 18.15.1 shall consult the Customer on all substantive issues which arise during the conduct of such litigation and negotiations;
 - 18.15.2 shall take due and proper account of the interests of the Customer;
 - 18.15.3 shall consider and defend the Claim diligently using competent counsel and in such a way as not to bring the reputation of the Customer into disrepute; and
 - 18.15.4 shall not settle or compromise the Claim without Approval (not to be unreasonably withheld or delayed).
- 18.16 If a Claim is made in connection with the Contract or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall immediately notify the Customer and, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), use its best endeavours to:
- 18.16.1 modify the relevant part of the Services the Deliverables without reducing the performance or functionality of the same, or substitute alternative services or deliverables of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that:
 - 18.16.1.1 the provisions herein shall apply with any necessary changes to such modified services or deliverables or to the substitute services or deliverables; or
 - 18.16.1.2 such substitution shall not increase the burden on the Customer; or
 - 18.16.1.3 the replaced or modified item does not have an adverse effect on any other Services or the ICT Environment;
 - 18.16.1.4 there is no additional cost to the Customer; and
 - 18.16.1.5 such modified or substituted services items shall be acceptable to the Customer (such acceptance not to be unreasonably withheld); or

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18.16.2 procure a licence to use and supply the Services and/or Deliverables, which are the subject of the alleged infringement, on terms which are acceptable to the Customer;

18.16.3 in relation to the performance of the Supplier's responsibilities and obligations hereunder, promptly re-perform those responsibilities and obligations,

and in the event that the Supplier is unable to comply with Clauses 20.16.1 or 20.16.2 within twenty (20) Working Days of receipt of the Supplier's notification the Customer may terminate the Contract with immediate effect by notice in writing and the Supplier shall, upon demand, refund the Customer with all monies paid in respect of the Service and/or Deliverable that is subject to the Claim.

18.17 The Supplier's compliance with Clause 20.16 shall be at its own expense and the Supplier shall be liable for all costs and expenses that the Customer may incur resulting from the Customer's compliance with Clause 20.16.

18.18 In the event that a modification or substitution in accordance with Clause 20.16.1 is not possible so as to avoid the infringement, or the Supplier has been unable to procure a licence in accordance with Clause 20.16.2, the Customer shall be entitled to delete the relevant Service and/or Deliverable from the Contract.

18.19 If the Supplier elects to modify or replace an item pursuant to Clause 20.16.1 or to procure a licence in accordance with Clause 20.16.2, but this has not avoided or resolved the Claim, then the Customer may terminate this Contract by written notice with immediate effect and, without prejudice to the indemnity set out in Clause 20.14, the Supplier shall, be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring and implementing and the substitute items.

18.20 The Supplier shall have no rights to use any of the Customer's names, logos or trademarks without prior Approval.

18.21 [This Clause [20] sets out the entire financial liability of the Supplier with regard to the infringement of any IPRs as a result of the provision of the Services hereunder. This shall not affect the Supplier's financial liability for other Defaults or causes of action that may arise.]

19. SOURCE CODE

19.1 In relation to the Silver Software, Bronze Software and COTS Software, the Supplier shall, at such intervals notified by the Customer from time to time, deposit the Source Code to such software in escrow with such person as the Customer shall notify and the Supplier shall ensure that the deposited version of such Source Code is kept up to date as such software is modified or upgraded.

19.2 In circumstances where the Customer obtains the release of the Source Code to the Silver Software, Bronze Software and COTS Software from escrow, the Supplier hereby grants to the Customer a perpetual, assignable, royalty-free and non-exclusive licence to Use and support the Source Code version of such software to the extent necessary for the receipt of the Services or any Replacement Services or the Customer's normal business undertakings.

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- 19.3 In relation to the Gold Software and Assigned Software, the Supplier will deliver to the Customer the Source Code in respect of such software at such intervals as the Customer specifies from time to time including at the same time as each new release of the Gold Software and Assigned Software.

20. PROTECTION OF INFORMATION

20.1 Security Requirements

- 20.1.1 The Supplier shall comply, and shall procure the compliance of the Staff, with the Security Policy and the Security Management Plan and the Supplier shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 20.1.2 The Customer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 20.1.3 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 Services it may notify the Customer. 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 Contract Charges shall then be agreed in accordance with the procedure set out in Clause 39.
- 20.1.4 Until and/or unless a change to the Contract Charges is agreed by the Customer pursuant to Clause 39 the Supplier shall continue to perform the Services in accordance with its existing obligations.

20.2 Malicious Software

- 20.2.1 The Supplier shall, as an enduring obligation throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software in the ICT Environment (or as otherwise agreed between the Parties).
- 20.2.2 Notwithstanding Clause 22.2.1, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Customer Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 20.2.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 22.2.1 shall be borne by the Parties as follows:
- 20.2.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software or the Customer Data (whilst the Customer Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Customer when provided to the Supplier; and

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- 20.2.3.2 by the Customer if the Malicious Software originates from the Customer Software or the Customer Data (whilst the Customer Data was under the control of the Customer).]

20.3 Security of Premises

- 20.3.1 The Customer shall be responsible for maintaining the security of the Customer's Premises in accordance with its standard security requirements. The Supplier shall comply with all reasonable security requirements of the Customer while on the Customer's Premises and shall ensure that all Staff comply with such requirements.
- 20.3.2 The Customer shall provide the Supplier upon request copies of its written security procedures and shall afford the Supplier upon request an opportunity to inspect its physical security arrangements.

20.4 Customer Data

- 20.4.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
- 20.4.2 The Supplier shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly Approved by the Customer.
- 20.4.3 To the extent that the Customer Data is held and/or processed by the Supplier, the Supplier shall supply that Customer Data to the Customer as requested by the Customer and in the format specified in this Contract (if any) and in any event as specified by the Customer from time to time in writing.
- 20.4.4 To the extent that Customer Data is held and/or processed by the Supplier, the Supplier shall take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Customer Data.
- 20.4.5 The Supplier shall ensure that any system on which the Supplier holds any Customer Data, including back-up data, is a secure system that complies with the Security Policy.
- 20.4.6 The Supplier shall ensure that any system on which the Supplier holds any Customer Data which is protectively marked shall be accredited using Security Policy Framework and IA Policy, taking into account guidance on Risk Management and Accreditation of Information Systems [HMG IA Standard Number 2 (Risk Management and Accreditation of Information Systems)] and the Supplier shall review such accreditation status at least once in each calendar Year to assess whether material changes have occurred which could alter the original accreditation decision. If any such changes have occurred then the Supplier shall resubmit such system for accreditation.]
- 20.4.7 If the Customer Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Customer may:

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- 20.4.7.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of the Customer Data to the extent and in accordance with the BCDR Plan and the Supplier shall do so as soon as practicable but in accordance with the time period notified by the Customer; and/or
- 20.4.7.2 itself restore or procure the restoration of Customer Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in the BCDR Plan.
- 20.4.8 If at any time the Supplier suspects or has reason to believe that the Customer Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Customer immediately and inform the Customer of the remedial action the Supplier proposes to take.

20.5 Protection of Personal Data

- 20.5.1 With respect to the Parties' rights and obligations under this Contract, the Parties agree that the Customer is the Data Controller and that the Supplier is the Data Processor.
- 20.5.2 The Supplier shall:
 - 20.5.2.1 Process the Personal Data only in accordance with instructions from the Customer (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Customer to the Supplier during the Contract Period);
 - 20.5.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
 - 20.5.2.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - 20.5.2.4 take reasonable steps to ensure the reliability of any Staff who have access to the Personal Data;
 - 20.5.2.5 obtain Approval in order to transfer the Personal Data to any Sub-Contractors or Affiliates for the provision of the Services;
 - 20.5.2.6 ensure that all Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 22.5;

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- 20.5.2.7 ensure that none of the Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer;
- 20.5.2.8 notify the Customer (within five (5) Working Days) if it receives:
 - (a) a request from a Data Subject to have access to that person's Personal Data; or
 - (b) a complaint or request relating to the Customer's obligations under the Data Protection Legislation;
- 20.5.2.9 provide the Customer with full cooperation and assistance in relation to any complaint or request made, including by:
 - (a) providing the Customer with full details of the complaint or request;
 - (b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Customer's instructions;
 - (c) providing the Customer with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Customer); and
 - (d) providing the Customer with any information requested by the Customer;
- 20.5.2.10 permit the Customer or the Customer Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, the Supplier's data Processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) and comply with all reasonable requests or directions by the Customer to enable the Customer to verify and/or procure that the Supplier is in full compliance with its obligations under this Contract;
- 20.5.2.11 provide a written description of the technical and organisational methods employed by the Supplier for processing Personal Data (within the timescales required by the Customer); and
- 20.5.2.12 not Process or otherwise transfer any Personal Data outside the European Economic Area. If, after the Commencement Date, the Supplier (or any Sub-Contractor) wishes to Process and/or transfer any Personal Data outside the European Economic Area, the following provisions shall apply:
 - (a) the Supplier shall submit a request for Variation to the Customer which shall be dealt with in accordance with the Variation Procedure and paragraph (b) to (d) below;

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- (b) the Supplier shall set out in its request for a Variation details of the following:
 - (i) the Personal Data which will be Processed and/or transferred outside the European Economic Area;
 - (ii) the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;
 - (iii) any Sub-Contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and
 - (iv) how the Supplier will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the Customer's compliance with the Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area;
- (c) in providing and evaluating the request for Variation, the Parties shall ensure that they have regard to and comply with then-current Customer, Government and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the European Economic Area and/or overseas generally but, for the avoidance of doubt, the Customer may, in its absolute discretion, refuse to grant Approval of such Process and/or transfer any Personal Data outside the European Economic Area; and
- (d) the Supplier shall comply with such other instructions and shall carry out such other actions as the Customer may notify in writing, including:
 - (i) incorporating standard and/or model Clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) in this Contract or a separate data processing agreement between the parties; and
 - (ii) procuring that any Sub-Contractor or other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct data processing agreement with the Customer on

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such terms as may be required by the Customer, which the Supplier acknowledges may include the incorporation of standard and/or model Clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation).]

- 20.5.3 The Supplier shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Customer to breach any of its applicable obligations under the Data Protection Legislation.
- 20.5.4 The Supplier acknowledges that, in the event that it breaches (or attempts or threatens to breach) its obligations relating to Personal Data that the Customer may be irreparably harmed (including harm to its reputation). In such circumstances, the Customer may proceed directly to court and seek injunctive or other equitable relief to remedy or prevent any further breach (or attempted or threatened breach).
- 20.5.5 The Supplier shall, at all times during and after the Contract Period, indemnify the Customer and keep the Customer fully indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Customer arising from any breach of the Supplier's obligations under this Clause 22.5 except and to the extent that such liabilities have resulted directly from the Customer's instructions.

20.6 Confidentiality

- 20.6.1 Except to the extent set out in this Clause 22.6 or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:
 - 20.6.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
 - 20.6.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 20.6.2 Clause 22.6.1 shall not apply to the extent that:
 - 20.6.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to Clause 22.8 (Freedom of Information);
 - 20.6.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 20.6.2.3 such information was obtained from a third party without obligation of confidentiality;

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- 20.6.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 20.6.2.5 it is independently developed without access to the other Party's Confidential Information.
- 20.6.3 The Supplier may only disclose the Customer's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- 20.6.4 The Supplier shall not, and shall procure that the Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of this Contract.
- 20.6.5 At the written request of the Customer, the Supplier shall procure that those members of Staff identified in the Customer's notice sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 20.6.6 In the event that any default, act or omission of any Staff causes or contributes (or could cause or contribute) to the Supplier breaching its obligations as to confidentiality under or in connection with this Contract, the Supplier shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any Staff, the Supplier shall provide such evidence to the Customer as the Customer may reasonably require (though not so as to risk compromising or prejudicing any disciplinary or other proceedings to demonstrate that the Supplier is taking appropriate steps to comply with this Clause, including copies of any written communications to and/or from Staff, and any minutes of meeting and any other records which provide an audit trail of any discussions or exchanges with Staff in connection with obligations as to confidentiality).
- 20.6.7 Nothing in this Contract shall prevent the Customer from disclosing the Supplier's Confidential Information (including the Management Information obtained under Clause 15 of the Framework Agreement):
 - 20.6.7.1 to any Crown body or any other Contracting Body. All Crown bodies or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or any Contracting Body;
 - 20.6.7.2 to any consultant, contractor or other person engaged by the Customer or any person conducting an Office of Government Commerce gateway review;
 - 20.6.7.3 for the purpose of the examination and certification of the Customer's accounts; or

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20.6.7.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources.

20.6.8 The Customer shall use all reasonable endeavours to ensure that any government department, Contracting Body, employee, third party or Sub-Contractor to whom the Supplier's Confidential Information is disclosed pursuant to Clause 22.6.7 is made aware of the Customer's obligations of confidentiality.

20.6.9 Nothing in this Clause 22.6 shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of IPR.

20.6.10 In the event that the Supplier fails to comply with Clause 22.6.1 to Clause 22.6.6, the Customer reserves the right to terminate this Contract with immediate effect by notice in writing.

20.6.11 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of this Contract, the Supplier undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice.

20.7 Official Secrets Acts 1911 to 1989, section 182 of the Finance Act 1989

20.7.1 The Supplier shall comply with and shall ensure that its Staff comply with, the provisions of:

20.7.1.1 the Official Secrets Acts 1911 to 1989; and

20.7.1.2 Section 182 of the Finance Act 1989.

20.7.2 In the event that the Supplier or its Staff fail to comply with this Clause 22.7, the Customer reserves the right to terminate the Contract by giving notice in writing to the Supplier.

20.8 Freedom of Information

20.8.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.

20.8.2 The Supplier shall and shall procure that its Sub-Contractors shall:

20.8.2.1 transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;

20.8.2.2 provide the Customer with a copy of all Information in its possession, or control in the form that the Customer requires

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within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and

20.8.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

20.8.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other Contract whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

20.8.4 In no event shall the Supplier respond directly to a Request for Information unless authorised in writing to do so by the Customer.

20.8.5 The Supplier acknowledges that (notwithstanding the provisions of Clause 22.6) the Customer may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the Services:

20.8.5.1 in certain circumstances without consulting the Supplier; or

20.8.5.2 following consultation with the Supplier and having taken their views into account,

provided always that where Clause 22.8.5 applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

20.8.6 The Supplier shall ensure that all Information is retained for disclosure in accordance with the provisions of this Contract and in any event in accordance with the requirements of Good Industry Practice and shall permit the Customer to inspect such records as requested from time to time.

20.8.7 The Supplier acknowledges that the Commercially Sensitive Information is of indicative value only and that the Customer may be obliged to disclose it in accordance with Clause 22.8.5.

20.9 Transparency

20.9.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

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- 20.9.2 Notwithstanding any other term of this Contract, the Supplier hereby gives his consent for the Customer to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the Agreement, to the general public.
- 20.9.3 The Customer may consult with the Supplier to inform its decision regarding any redactions but the Customer shall have the final decision in its absolute discretion.
- 20.9.4 The Supplier shall assist and cooperate with the Customer to enable the Customer to publish this Contract.

21. WARRANTIES AND REPRESENTATIONS

21.1 The Supplier warrants, represents and undertakes to the Customer that:

- 21.1.1 it has full capacity and authority and all necessary consents licences, permissions (statutory, regulatory, contractual or otherwise) (including where its procedures so require, the consent of its Parent Company) to enter into and perform its obligations under the Contract;
- 21.1.2 the Contract is executed by a duly authorised representative of the Supplier;
- 21.1.3 in entering the Contract it has not committed any Fraud;
- 21.1.4 it has not committed any offence under the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010;
- 21.1.5 this Contract shall be performed in compliance with all Laws (as amended from time to time) and all applicable Standards;
- 21.1.6 as at the Commencement Date, all information, statements and representations contained in the Tender for the Services are true, accurate and not misleading save as may have been specifically disclosed in writing to the Customer prior to execution of the Contract and it will advise the Customer of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading and all warranties and representations contained in the Tender shall be deemed repeated in this Contract;
- 21.1.7 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;
- 21.1.8 it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under the Contract;
- 21.1.9 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative

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receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;

- 21.1.10 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract and shall maintain the same in full force and effect;

21.2 The Supplier warrants represents and undertakes to the Customer that:

- 21.2.1 the Services shall be provided and carried out by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;

- 21.2.2 it shall discharge its obligations hereunder (including the provision of the Services) with all due skill, care and diligence including in accordance with Good Industry Practice and its own established internal procedures;

- 21.2.3 in the three (3) Years prior to the Commencement Date:

- 21.2.3.1 it has conducted all financial accounting and reporting activities in all material respects in compliance with the generally accepted accounting principles that apply to it in any country where it files accounts; and

- 21.2.3.2 it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established;

- 21.2.3.3 it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract; and

- 21.2.3.4 for the Contract Period that all Staff will be vetted in accordance with Good Industry Practice, the Security Policy and the Quality Standards.

- 21.3 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of breach of that provision by the Supplier.

21.4 The Supplier acknowledges and agrees that:

- 21.4.1 the warranties, representations and undertakings contained in this Contract are material and are designed to induce the Customer into entering into this contract; and

- 21.4.2 the Customer has been induced into entering into this Contract and in doing so has relied upon the warranties, representations and undertakings contained herein.

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22. LIABILITIES

22.1 Liability

- 22.1.1 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:
- 22.1.1.1 death or personal injury caused by its negligence or that of its Staff;
 - 22.1.1.2 Fraud or fraudulent misrepresentation by it or that of its Staff;
 - 22.1.1.3 any claim under Clause 23.1;
 - 22.1.1.4 any claim under the indemnity in Clauses 13.2.5, [16 to 18 (inclusive), 20.14, 22.5.5 or in respect of a breach of Clause 22.6; or
 - 22.1.1.5 any other matter which, by Law, may not be excluded or limited.
- 22.1.2 Subject to Clause 24.1.4 and Clause 24.1.5 the Supplier shall on demand indemnify and keep indemnified the Customer in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or late or purported late supply or non supply, of the Services or the performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by any act or omission of the Supplier.
- 22.1.3 The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Contract.
- 22.1.4 Subject always to Clause 24.1.1 and Clause 24.1.5, the aggregate liability of either Party for each Year of this Contract under or in relation to this Contract:
- 22.1.4.1 for all defaults resulting in direct loss or damage to the property of the other Party shall be subject to the financial limits set out in paragraph 8.1 of the Order Form; and
 - 22.1.4.2 in respect of all other defaults, claims, losses or damages, whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equivalent to one hundred and twenty five percent (125%) of the Contract Charges paid or payable to the Supplier in the Year of this Contract, as calculated as at the date of the event giving rise to the claim under consideration (or if such event occurs in the first twelve (12) Months of the Term, the amount

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estimated to be paid in the first twelve (12) Months of the Term) and subject to the financial limits set out in paragraph 8.2 of the Order Form.

- 22.1.5 Subject to Clauses 24.1.4 and 24.1.6, in no event shall either Party be liable to the other for any:
- 22.1.5.1 loss of profits;
 - 22.1.5.2 loss of business;
 - 22.1.5.3 loss of revenue;
 - 22.1.5.4 loss of or damage to goodwill;
 - 22.1.5.5 loss of savings (whether anticipated or otherwise); and/or
 - 22.1.5.6 any indirect, special or consequential loss or damage.
- 22.1.6 The Customer may (among other things) recover as a direct loss:
- 22.1.6.1 any additional operational and/or administrative expenses arising from the Supplier's Default;
 - 22.1.6.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from the Supplier's Default;
 - 22.1.6.3 the additional cost of procuring replacement services for the remainder of the Contract Period following termination of the Contract as a result of a Default by the Supplier; and
 - 22.1.6.4 any losses, costs, damages, expenses or other liabilities suffered or incurred by the Customer which arise out of or in connection with the loss of, corruption or damage to or failure to deliver Customer Data by the Supplier.
- 22.1.7 Nothing in this Contract shall impose any liability on the Customer in respect of any liability incurred by the Supplier to any other person, but this shall not be taken to exclude or limit any liability of the Customer to the Supplier that may arise by virtue of either a breach of the Contract or by negligence on the part of the Customer, or the Customer's employees, servants or agents.
- 22.1.8 [In the event that the Transfer of Undertakings (Protection of Employment) Regulations (as amended) apply in respect of the commencement of any Call-Off Contract, the Supplier shall indemnify the Customer against any claim made against the Customer at any time by any person currently or previously employed by the Customer or by the Supplier for breach of contract, loss of office, unfair dismissal, redundancy, loss of earnings or otherwise (and all damages, penalties, awards, legal costs, expenses and any other liabilities incurred by the Customer) resulting from any act or omission of the Supplier. Where such claim arises as a result of any breach of obligations (whether contractual, statutory, at common law or otherwise)

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by the Customer arising or accruing before the relevant Contract Commencement Date the Customer shall similarly indemnify the Supplier.]

22.2 Insurance

- 22.2.1 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss (including the insurance policies specified in paragraph 9 of the Order Form). Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the Contract Period and for the Minimum Insurance Period.
- 22.2.2 The Supplier shall hold employer's liability insurance in respect of Staff in accordance with paragraph 9 of the Order Form.
- 22.2.3 The Supplier shall give the Customer, on request, copies of all insurance policies referred to in this Clause 24 and paragraph 9 of the Order Form or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 22.2.4 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the provisions of the Contract the Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 22.2.5 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract. [It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability referred to in Clause 24.2.1.]
- 22.2.6 [The Supplier shall effect and maintain a professional indemnity insurance policy during the Contract Period in accordance with paragraph 9 of the Order Form and shall ensure that all agents, professional consultants and Sub-Contractors involved in the supply of the Services effect and maintain appropriate professional indemnity insurance during the Contract Period in accordance with paragraph 9 of the Order Form.]
- 22.2.7 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Customer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

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22.3 Taxation, National Insurance and Employment Liability

The Parties acknowledge and agree that the Contract constitutes a contract for the provision of Services and not a contract of employment. The Supplier shall at all times indemnify the Customer and keep the Customer indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstances whereby the Customer is alleged or determined to have been assumed or imposed with the liability or responsibility for the Staff (or any of them) as an employer of the Staff and/or any liability or responsibility to HMRC as an employer of the Staff whether during the Contract Period or arising from termination or expiry of the Contract.

23. TERMINATION

23.1 Termination on Insolvency

- 23.1.1 The Customer may terminate the Contract with immediate effect by giving notice in writing to the Supplier where the Supplier is a company and in respect of the Supplier:
- 23.1.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - 23.1.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
 - 23.1.1.3 a petition is presented for its winding up (which is not dismissed within fourteen (14) days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or
 - 23.1.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - 23.1.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - 23.1.1.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or
 - 23.1.1.7 being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 23.1.1.8 any event similar to those listed in Clause 23.1.1.1 to 23.1.1.7 occurs under the law of any other jurisdiction.

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- 23.1.2 The Customer may terminate the Contract with immediate effect by notice in writing where the Supplier is an individual and:
- 23.1.2.1 an application for an interim order is made pursuant to Sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment
 - 23.1.2.2 a petition is presented and not dismissed within fourteen (14) calendar days or order made for the Supplier's bankruptcy; or
 - 23.1.2.3 a receiver, or similar officer is appointed over the whole or any part of the Supplier's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
 - 23.1.2.4 the Supplier is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of Section 268 of the Insolvency Act 1986; or
 - 23.1.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within fourteen (14) days; or
 - 23.1.2.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or
 - 23.1.2.7 the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

23.2 Termination on Change of Control

- 23.2.1 The Supplier shall notify the Customer immediately if the Supplier undergoes a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 ("**Change of Control**") and provided this does not contravene any Law shall notify the Customer immediately in writing of any circumstances suggesting that a Change of Control is planned or in contemplation. The Customer may terminate the Contract by notice in writing with immediate effect within six (6) Months of:
- 23.2.1.1 being notified in writing that a Change of Control has occurred or is planned or in contemplation; or
 - 23.2.1.2 where no notification has been made, the date that the Customer becomes aware of the Change of Control,
- but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.
- 23.2.2 For the purposes of Clause 25.2.1, any transfer of shares or of any interest in shares by a person to its Affiliate where such transfer forms part of a bona fide reorganisation or restructuring shall be disregarded.

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23.3 Termination relating to Guarantee

- 23.3.1 Where the Supplier has procured a Guarantee pursuant to Clause 3, the Customer may terminate the Contract with immediate effect if:
- 23.3.1.1 the Guarantor withdraws the Guarantee for any reason whatsoever;
 - 23.3.1.2 the Guarantor is in breach or anticipatory breach of the Guarantee;
 - 23.3.1.3 any of the events set out in Clauses 25.1.1.1 to 25.1.1.8 occurs in respect of the Guarantor; or
 - 23.3.1.4 the Guarantee becomes invalid or unenforceable for any reason whatsoever,

and in each case the Guarantee is not replaced by an alternative agreement acceptable to the Customer.

23.4 Termination on Default

- 23.4.1 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a Default and if:
- 23.4.1.1 the Supplier has not remedied the Default to the satisfaction of the Customer within ten (10) Working Days or such other longer period as may be specified by the Customer, after issue of a written notice specifying the Default and requesting it to be remedied; or
 - 23.4.1.2 the Default is not, in the opinion of the Customer, capable of remedy; or
 - 23.4.1.3 the Default is a Material Breach of the Contract.
- 23.4.2 In the event that through any Default of the Supplier, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded so as to be unusable, the Supplier shall be liable for the cost of reconstitution of that data and shall reimburse the Customer in respect of any charge levied for its transmission and any other costs charged in connection with such Default of the Supplier.
- 23.4.3 If the Customer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within the Undisputed Sums Time Period, the Supplier may terminate the Contract in writing subject to giving the length of notice as specified in paragraph 10.1 of the Order Form, save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under Clause 12.3 (Recovery of Sums Due).

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23.5 Termination without Cause

The Customer shall have the right to terminate the Contract at any time by giving the length of written notice to the Supplier specified in paragraph 10.2 of the Order Form.

23.6 Termination of Framework Agreement

The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if the Framework Agreement is terminated for any reason whatsoever.

23.7 Termination on Financial Standing

The Customer may terminate this Contract by serving notice on the Supplier in writing with effect from the date specified in such notice where (in the reasonable opinion of the Customer), there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:

- 23.7.1 adversely impacts on the Supplier's ability to supply the Services under this Contract; or
- 23.7.2 could reasonably be expected to have an adverse impact on the Suppliers ability to supply the Services under this Contract.

23.8 Termination on Audit

The Customer may terminate this Contract by serving notice in writing with effect from the date specified in such notice if the Supplier commits a Default of Clauses 31.1 to 31.5 and Clause 31.8 (Records and Audit Access).

23.9 Termination in relation to Benchmarking

The Customer may terminate this Contract by serving notice on the Supplier in writing with effect from the date specified in such notice if the Supplier refuses or fails to comply with its obligations as set out in Schedule 7 of the Framework Agreement (Value for Money).

23.10 Termination on Bribery and Corruption

The Customer may terminate this Contract by serving notice on the Supplier in writing with effect from the date specified in such notice where the conduct prohibited in Clause 30 (Prevention of Bribery and Corruption) has occurred.

23.11 Termination in relation to Fraud

The Customer may terminate this Contract by serving notice on the Supplier in writing with effect from the date specified in the notice where the conduct prohibited in Clause 33 (Prevention of Fraud) has occurred.

23.12 Termination for continuing Force Majeure Event

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Either Party may, by written notice to the other, terminate this Contract if a Force Majeure Event endures for a continuous period of more than one hundred and twenty (120) Days.

23.13 Termination on Critical Service Failure

The Authority may terminate this Contract by serving notice on the Supplier in writing with effect from the date specified in such notice where a Critical Service Failure has occurred.

23.14 Partial Termination

The Customer is entitled to terminate all or part of this Contract pursuant to this Clause 23.14 provided always that the parts of this Contract not terminated can operate effectively to deliver the intended purpose of this Contract.

24. CONSEQUENCES OF EXPIRY OR TERMINATION

- 24.1 Where the Customer terminates the Contract under Clauses 25.3 (Guarantee), 25.4 (Termination on Default), 25.7 (Financial Standing), 25.8 (Audit), 25.9 (Benchmarking), 25.13 (Termination on Critical Service Failure) and then makes other arrangements for the supply of the Services, the Customer may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period. The Customer shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under Clauses 25.3, 25.4, 25.7, 25.8, 25.9 and 25.13, no further payments shall be payable by the Customer to the Supplier until the Customer has established the final cost of making those other arrangements.
- 24.2 Where the Customer terminates the Contract under Clause 25.5 (Termination without Cause), the Customer shall indemnify the Supplier against any reasonable and proven commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of the Contract, provided that the Supplier takes all reasonable steps to mitigate such loss. Where the Supplier holds insurance, the Supplier shall reduce its unavoidable costs by any insurance sums available. The Supplier shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Supplier as a result of termination under Clause 25.5 (Termination without Cause).
- 24.3 The Customer shall not be liable under Clause 26.2 to pay any sum which:
- 24.3.1 was claimable under insurance held by the Supplier, and the Supplier has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
 - 24.3.2 when added to any sums paid or due to the Supplier under the Contract, exceeds the total sum that would have been payable to the Supplier if the Contract had not been terminated prior to the expiry of the Contract Period.
- 24.4 On the termination of the Contract for any reason, the Supplier shall:
- 24.4.1 immediately return to the Customer all Confidential Information, Personal Data and Customer's Pre-Existing IPRs and the Project Specific IPRs in its possession or in the possession or under the control of any permitted

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suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;

24.4.2 cease to use the Customer Data and, at the direction of the Customer provide the Customer and/or the Replacement Supplier with a complete and uncorrupted version of the Customer Data in electronic form in the formats and on media agreed with the Customer and/or the Replacement Supplier;

24.4.3 except where the retention of Customer Data is required by Law, on the earlier of the receipt of the Customer's written instructions or twelve (12) Months after the date of expiry or termination, destroy all copies of the Customer Data and promptly provide written confirmation to the Customer that the data has been destroyed.

24.4.4 immediately deliver to the Customer all Property (including materials, documents, information and access keys) provided to the Supplier under Clause 12.3. Such Property shall be handed back to the Customer in good working order (allowance shall be made for reasonable wear and tear);

24.4.5 [transfer to the Customer and/or the Replacement Supplier (as notified by the Customer) such of the contracts listed in the Exit Plan as are notified to it by the Supplier and/or the Customer in return for payment of the costs (if any) set out in the Exit Plan in respect of such contracts;]

24.4.6 assist and co-operate with the Customer to ensure an orderly transition of the provision of the Services to the Replacement Supplier and/or the completion of any work in progress in accordance with the Exit Plan, or if no Exit Plan has been agreed, provide such assistance and co-operation as the Customer may require;

24.4.7 return to the Customer any sums prepaid in respect of the Services not provided by the date of expiry or termination (howsoever arising); and

24.4.8 promptly provide all information concerning the provision of the Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Customer or the Replacement Supplier to conduct due diligence.

24.5 If the Supplier fails to comply with Clauses 26.4.1 to 26.4.8, the Customer may recover possession thereof and the Supplier grants a licence to the Customer or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its permitted agents or Sub-Contractors where any such items may be held.

24.6 Where the end of the Contract Period arises due to the Supplier's Default, the Supplier shall provide all assistance under Clause 26.4.6 and 26.4.8 free of charge. Otherwise, the Customer shall pay the Supplier's reasonable costs of providing the assistance and the Supplier shall take all reasonable steps to mitigate such costs.

24.7 At the end of the Contract Period (howsoever arising) the licence granted pursuant to Clause 12.2.1 shall automatically terminate without the need to serve notice.

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24.8 Save as otherwise expressly provided in the Contract:

24.8.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and

24.8.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under Clauses 13.2 (Payment and VAT), 13.3 (Recovery of Sums Due), 20 (Intellectual Property Rights), 22.5 (Protection of Personal Data), 22.6 (Confidentiality), 22.7 (Official Secrets Acts 1911 to 1989), 22.8 (Freedom of Information), 24 (Liabilities), 26 (Consequences of Expiry or Termination), 30 (Prevention of Bribery and Corruption), 31 (Records and Audit Access), 33 (Prevention of Fraud), 37 (Cumulative Remedies), 43 (Conflicts of Interest), 45 (The Contracts (Rights of Third Parties Act 1999) and 49.1 (Governing Law and Jurisdiction).

25. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

25.1 The Supplier shall not make any press announcements or publicise the Contract in any way without Approval and shall take reasonable steps to ensure that its servants, agents, employees, Sub-Contractors, suppliers, professional advisors and consultants comply with this Clause 27. Any such press announcements or publicity proposed under this Clause 27.1 shall remain subject to the rights relating to Confidential Information and Commercially Sensitive Information,

25.2 Subject to the rights in relation to Confidential Information and Commercially Sensitive Information, the Customer shall be entitled to publicise the Contract in accordance with any legal obligation upon the Customer, including any examination of the Contract by the Auditor.

25.3 The Supplier shall not do anything or permit to cause anything to be done, which may damage the reputation of the Customer or bring the Customer into disrepute.

26. HEALTH AND SAFETY

26.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's Premises and which may affect the Supplier in the performance of its obligations under the Contract.

26.2 While on the Customer's Premises, the Supplier shall comply with any health and safety measures implemented by the Customer in respect of Staff and other persons working there.

26.3 The Supplier shall notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

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26.4 The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff, Sub-Contractors and other persons working on the Premises in the supply of the Services under the Contract.

26.5 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Customer on request.

27. ENVIRONMENTAL REQUIREMENTS

The Supplier shall, when working on the Premises, perform its obligations under the Contract in accordance with the Customer's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

28. PREVENTION OF BRIBERY AND CORRUPTION

28.1 The Supplier shall not:

28.1.1 offer or give, or agree to give, to any employee, agent, servant or representative of the Customer or other Contracting Body, or any other public body or person employed by or on behalf of the Customer, any gift or other consideration of any kind which could act as an inducement or a reward for any act or failure to act in relation to this Contract;

28.1.2 engage in and shall procure that all Supplier's Staff, consultants, agents or Sub-Contractors or any person acting on the Supplier's behalf shall not commit, in connection with this Contract, a Prohibited Act under the Bribery Act 2010, or any other relevant laws, statutes, regulations or codes in relation to bribery and anti-corruption.

28.2 The Supplier warrants, represents and undertakes that it has not:

28.2.1 paid commission or agreed to pay commission to the Customer, Contracting Body or any other public body or any person employed by or on behalf of the Customer or a public body in connection with the Contract; and

28.2.2 entered into this Contract with knowledge, that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Customer or other Contracting Body or any other public body or any person employed by or on behalf of the Customer in connection with the Contract, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Customer and the Authority before execution of this Contract;

28.3 The Supplier shall:

28.3.1 in relation to this Contract, act in accordance with the Ministry of Justice Guidance pursuant to Section 9 of the Bribery Act 2010;

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- 28.3.2 immediately notify the Customer and the Authority if it suspects or becomes aware of any breach of this Clause 30;
 - 28.3.3 respond promptly to any of the Customer's enquiries regarding any breach, potential breach or suspected breach of this Clause 30 and the Supplier shall co-operate with any investigation and allow the Customer to audit Supplier's books, records and any other relevant documentation in connection with the breach;
 - 28.3.4 if so required by the Customer, within twenty (20) Working Days of the Commencement Date, and annually thereafter, certify to the Customer in writing of the Supplier and all persons associated with it or its Sub-Contractors or other persons who are supplying the Services in connection with this Contract compliance with this Clause 30. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request;
 - 28.3.5 have, maintain and enforce an anti-bribery policy (which shall be disclosed to the Customer on request) to prevent it and any of its Staff, consultants, agents or Sub-Contractors, or any person acting on the Supplier's behalf from committing a Prohibited Act and shall enforce it where appropriate.
- 28.4 If the Supplier, its Staff, consultants, agents or Sub-Contractors or any person acting on the Supplier's behalf, in all cases whether or not acting with the Supplier's knowledge breaches:
- 28.4.1 this Clause 30; or
 - 28.4.2 the Bribery Act 2010 in relation to this Contract or any other contract with the Customer or Contracting Body or any other public body or any person employed by or on behalf of the Customer or a public body in connection with the Contract,
- the Customer shall be entitled to terminate this Contract by written notice with immediate effect.
- 28.5 Without prejudice to its other rights and remedies under this Clause 30, the Customer shall be entitled to recover in full from the Supplier and the Supplier shall on demand indemnify the Customer in full from and against:
- 28.5.1 the amount of value of any such gift, consideration or commission; and
 - 28.5.2 any other loss sustained by the Customer in consequence of any breach of this Clause 30.

29. RECORDS AND AUDIT ACCESS

- 29.1 The Supplier shall keep and maintain for seven (7) Years after the date of termination or expiry (whichever is the earlier) of the Contract (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Contract including the Services provided under it, and the amounts paid by the Customer.

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- 29.2 The Supplier shall keep the records and accounts referred to in Clause 31.1 above in accordance with Good Industry Practice and generally accepted accounting principles.
- 29.3 The Supplier shall afford the Customer and the Auditors access to the records and accounts referred to in Clause 31.2 at the Supplier's premises and/or provide copies of such records and accounts, as may be required by the Customer and/or the Auditors from time to time, in order that the Customer and/or the Auditors may carry out an inspection including for the following purposes:
- 29.3.1 to verify the accuracy of the Contract Charges (and proposed or actual variations to them in accordance with this Contract), and/or the costs of all Supplier (including Sub-Contractors) of the Services;
 - 29.3.2 to review the integrity, confidentiality and security of the Customer Data held or used by the Supplier;
 - 29.3.3 to review the Supplier's compliance with the DPA in accordance with this Contract and any other Laws;
 - 29.3.4 to review the Supplier's compliance with its continuous improvement and benchmarking obligations set out in Schedule 7 of the Framework Agreement and Clause 9 of the Contract;
 - 29.3.5 to review the Supplier's compliance with its security obligations set out in Clause 19;
 - 29.3.6 to review any books of account kept by the Supplier in connection with the provision of the Service;
 - 29.3.7 to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources;
 - 29.3.8 to inspect the Customer's assets, including the Intellectual Property Rights, equipment, facilities and maintenance, for the purposes of ensuring that the Customer's assets are secure and that any register of assets is up to date; and/or
 - 29.3.9 to ensure that the Supplier is complying with its obligations under this Contract.
- 29.4 The Supplier shall on request afford the Customer, the Customer's representatives and/or the Auditor access to such records and accounts as may be required by the Customer from time to time.
- 29.5 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) on request during the Contract Period and for the period specified in paragraph 12 of the Order Form after the date of termination or expiry of the Contract Period or the last Contract (whichever is the later) to the Customer and/or the Auditors.
- 29.6 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services

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save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor is outside of the control of the Customer.

29.7 Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditors with all reasonable co-operation and assistance in

29.7.1 all reasonable information requested by the Customer within the scope of the audit;

29.7.2 reasonable access to sites controlled by the Supplier and to Equipment used in the provision of the Services; and

29.7.3 access to the Staff.

29.8 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 31, unless the audit reveals a material Default by the Supplier in which case the Supplier shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

30. DISCRIMINATION

30.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any Law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).

30.2 The Supplier shall take all reasonable steps to secure the observance of Clause 32.1 by all Staff, servants, employees or agents of the Supplier and all suppliers and Sub-Contractors employed in the execution of this Contract.

30.3 The Supplier shall notify the Customer immediately in writing as soon as it becomes aware of any legal proceedings threatened or issued against it by its Staff on the grounds of discrimination arising in connection with the provision of the Services under this Contract.

30.4 The Supplier shall comply with the requirements set out in Schedule 9 (Diversity and Equality).

31. PREVENTION OF FRAUD

31.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of monies from the Customer.

31.2 The Supplier shall notify the Customer immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur save where complying with this provision would cause the Supplier or its Staff to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.

31.3 If the Supplier or its Staff commits any Fraud in relation to this or any other contract with a Contracting Body or the Customer, the Customer may:

31.3.1 terminate the Contract with immediate effect by giving the Supplier notice in writing; and/or

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- 31.3.2 recover in full from the Supplier and the Supplier shall on demand indemnify the Customer in full from any loss sustained by the Customer in consequence of any breach of this Clause 33 including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period.

32. TRANSFER AND SUB-CONTRACTING

- 32.1 Subject to Clause 34.4, the Supplier shall not assign, novate, Sub-Contract or in any other way dispose of the Contract or any part of it without Approval. The Customer has consented to the engagement of the Sub-Contractors listed in paragraph 3.4 of the Order Form.
- 32.2 The Supplier shall not substitute or remove a Sub-Contractor or appoint an additional sub-contractor without the prior written consent of the Authority and the Customer. Notwithstanding any permitted Sub-Contract in accordance with this Clause 34, the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own. An obligation on the Supplier to do, or refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that its employees, staff, agents and the Sub-Contractors' employees, staff and agents also do, or refrain from doing, such act or thing.
- 32.3 Sub-Contracting any part of the Contract shall not relieve the Supplier of any obligation or duty attributable to the Supplier under the Contract. The Supplier shall supply such information about proposed Sub-Contractors as the Customer may reasonably require in order to enable the Customer to consider whether to grant Approval.
- 32.4 The Supplier may assign to a third party ("**the Assignee**") the right to receive payment of the Contract Charges or any part thereof due to the Supplier under this Contract (including any interest which the Customer incurs under Clause 13.2.6). Any assignment under this Clause shall be subject to:
- 32.4.1 reduction of any sums in respect of which the Customer exercises its right of recovery under Clause 13.3;
- 32.4.2 all related rights of the Customer under the contract in relation to the recovery of sums due but unpaid; and
- 32.4.3 the Customer receiving notification under both Clauses 34.5 and 34.6.
- 32.5 In the event that the Supplier assigns the right to receive the Contract Charges under Clause 34.4.1, the Supplier or the Assignee shall notify the Customer in writing of the assignment and the date upon which the assignment becomes effective.
- 32.6 The Supplier shall ensure that the Assignee notifies the Customer of the Assignee's contact information and bank account details to which the Customer shall make payment.
- 32.7 The provisions of Clause 13.2 shall continue to apply in all other respects after the assignment and shall not be amended.

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- 32.8 The Supplier shall be responsible for all acts and omissions of its Sub-Contractors and those employed or engaged by the Sub-Contractors as though they are its own.
- 32.9 Where the Customer has consented to the placing of Sub-Contracts, copies of each Sub-Contract shall, at the request of the Customer, be sent by the Supplier to the Customer as soon as reasonably practicable.
- 32.10 The Customer may, at its sole discretion, require the Supplier to ensure that each Sub-Contract shall include:
- 32.10.1 a right under the Contracts (Rights of Third Parties) Act 1999 for the Customer to enforce the terms of that Sub-Contract as if it were the Supplier;
 - 32.10.2 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Sub-Contract to the Customer;
 - 32.10.3 a provision requiring the Sub-Contractor to enter into a direct confidentiality agreement with the Customer on the same terms as set out in Clause 22.6 (Confidentiality);
 - 32.10.4 a provision requiring the Sub-Contractor to comply with protection of data requirements pursuant to Clauses 22.4 (Customer Data) and 22.5 (Protection of Personal Data);
 - 32.10.5 a provision requiring the Sub-Contractor to comply with the anti-corruption and anti-bribery requirements pursuant to Clause 30 (Prevention of Bribery and Corruption);
 - 32.10.6 require the Supplier to pay any undisputed sum due to the relevant Sub-Contractor within a specified period that does not exceed thirty (30) calendar days from the date the Supplier receives the Sub-Contractor's invoice; and
 - 32.10.7 a provision restricting the ability of the Sub-Contractor to further Sub-Contract elements of the service provided to the Supplier without first seeking the prior written consent of the Customer and the Authority.
- 32.11 If the Customer is able to obtain from any Sub-Contractor or any other third party more favourable commercial terms with respect to the supply of any goods, software or services used by the Supplier in the supply of the Services, then the Customer may:
- 32.11.1 require the Supplier to replace its existing commercial terms with that person with the more favourable commercial terms obtained by the Customer in respect of the relevant item.
- 32.12 If the Customer exercises the option pursuant to Clause 34.11, then the Contract Charges shall be reduced by an amount that is agreed in accordance with the Variation Procedure.
- 32.13 Subject to Clause 34.15, the Customer may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- 32.13.1 any Contracting Body; or

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32.13.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or

32.13.3 any private sector body which substantially performs the functions of the Customer,

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

32.14 Any change in the legal status of the Customer such that it ceases to be a Contracting Body shall not, subject to Clause 34.15, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Customer.

32.15 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to Clause 34.13 to a body which is not a Contracting Body or if there is a change in the legal status of the Customer such that it ceases to be a Contracting Body (in the remainder of this Clause both such bodies being referred to as "**the Transferee**"):

32.15.1 the rights of termination of the Customer in Clauses 25.1 (Termination on Insolvency) 25.2 (Termination on Change of Control) and 25.4 (Termination on Default) shall be available to the Supplier in the event of, respectively, the bankruptcy or insolvency, or default of the Transferee; and

32.15.2 the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the previous consent in writing of the Supplier.

32.16 The Customer may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Contract. In such circumstances the Customer shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Contract and for no other purposes and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

32.17 For the purposes of Clause 34.15 each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Contract.

33. FORCE MAJEURE

33.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of six (6) Months, either Party may terminate the Contract with immediate effect by notice in writing to the other Party.

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- 33.2 Any failure or delay by the Supplier in performing its obligations under the Contract which results from any failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to Force Majeure only if that agent, Sub-Contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Supplier.
- 33.3 If either Party becomes aware of a Force Majeure event or occurrence which gives rise to or is likely to give rise to any such failure or delay on its part as described in Clause 35.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period during which it is estimated that such failure or delay shall continue.
- 33.4 If an event of Force Majeure event affects the Services, the Customer may direct the Supplier to procure those Services from a third party service provider in which case the Supplier will be liable for payment for the provision of those Services for as long as the delay in performance continues.
- 33.5 The Supplier will not have the right to any payment from the Customer under this Contract where the Supplier is unable to provide the Services because of an event of Force Majeure. However if the Customer directs the Supplier to use a replacement supplier pursuant to Clause 35.4, then the Customer will pay the Supplier (a) the Contract Charges; and (b) the difference between the Contract Charges and the new supplier's costs if, in respect of the Services that are subject to Force Majeure, the new service provider's costs are greater than the Contract Charges.

34. WAIVER

- 34.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 34.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 46 (Notices).
- 34.3 A waiver by either Party of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

35. CUMULATIVE REMEDIES

Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

36. FURTHER ASSURANCES

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

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37. VARIATION

- 37.1 Subject to the provisions of this Clause 39, the Customer may request a variation to the Services ordered provided that such variation does not amount to a material change to the Order. Such a change is hereinafter called a "Variation".
- 37.2 The Customer may request a Variation by completing and sending the Variation form set out in Schedule 1 ("the Variation Form") to the Supplier giving sufficient information for the Supplier to assess the extent of the Variation and any additional cost that may be incurred. The Supplier shall respond to a request for a Variation within the time limits specified in the Variation Form. Such time limits shall be reasonable having regard to the nature of the Order.
- 37.3 In the event that the Supplier is unable to provide the Variation to the Services or where the Parties are unable to agree a change to the Contract Charges, the Customer may:
- 37.3.1 agree to continue to perform their obligations under the Contract without the Variation; or
 - 37.3.2 terminate the Contract with immediate effect, except where the Supplier has already delivered part or all of the Order in accordance with the Order Form or where the Supplier can show evidence of substantial work being carried out to fulfil the Order, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.
- 37.4 If the Parties agree the Variation and any variation in the Contract Charges, the Supplier shall carry out such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in the Contract.

38. SEVERABILITY

- 38.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.
- 38.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Customer and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

39. MISTAKES IN INFORMATION

The Supplier shall be responsible for the accuracy of all drawings, documentation and information supplied to the Customer by the Supplier in connection with the supply of the Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein, except where such mistakes are the fault of the Customer.

40. SUPPLIER'S STATUS

At all times during the Contract Period the Supplier shall be an independent contractor and nothing in this Contract shall create a contract of employment, a relationship of

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agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

41. CONFLICTS OF INTEREST

- 41.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where (in the reasonable opinion of the Customer), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or Staff and the duties owed to the Customer under the provisions of the Contract.
- 41.2 The Supplier shall promptly notify the Customer (and provide full particulars to the Customer) if any conflict referred to in Clause 43.1 above arises or is reasonably foreseeable.
- 41.3 The Customer reserves the right to terminate the Contract immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Customer under the provisions of the Contract. The actions of the Customer pursuant to this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

42. ENTIRE AGREEMENT

- 42.1 This Contract constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.
- 42.2 Each of the Parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Contract.
- 42.3 The Supplier acknowledges that it has:
 - 42.3.1 entered into the Contract in reliance on its own due diligence alone; and
 - 42.3.2 received sufficient information required by it in order to determine whether it is able to provide the Services in accordance with the terms of the Contract.
- 42.4 Nothing in Clauses 44.1 and 44.2 shall operate to exclude Fraud or fraudulent misrepresentation.
- 42.5 The Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

43. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 43.1 A person who is not a Party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by

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implication, confer a benefit on him, without the prior written agreement of the Parties, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.

43.2 The Parties agree that the Contracts (Rights of Third Parties) Act 1999 (CRITPA) shall apply to Clauses 16, 17 and 18 to the extent necessary that any Former Supplier and Replacement Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Former Supplier and the Replacement Supplier by the Supplier under that Clause 16, 17 and 18 in its own right pursuant to section 1(1) of CRITPA.

43.3 No consent of any third party is necessary for any rescission, variation (including any release or compromise in whole or in part of liability) or termination of this Contract or any one or more Clauses of it.

44. NOTICES

44.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party sending the communication.

44.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail (confirmed by letter). Such letters shall be addressed to the other Party in the manner referred to in Clause 46.3 Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of facsimile transmission or sooner where the other Party acknowledges receipt of such letters or facsimile transmission.

44.3 For the purposes of Clause 46.2, the address, email address or fax number of each Party shall be the address, email address and fax number set out in the Order Form.

44.4 Either Party may change its address for service by serving a notice in accordance with this Clause 46.

44.5 For the avoidance of doubt, any notice given under this Contract shall not be validly served if sent by electronic mail (email) and not confirmed by a letter.

45. STANDARDS

45.1 The Supplier shall provide the Services and meet its responsibilities and obligations hereunder in accordance with the standards as set out in Schedule 10 to this Contract.

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

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46. LEGISLATIVE CHANGE

The Supplier shall neither be relieved of its obligations under this Contract nor be entitled to an increase in the Contract Charges as the result of a General Change in Law.

47. DISPUTES AND LAW

47.1 Governing Law and Jurisdiction

The Contract shall be governed by and interpreted in accordance with the Laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English courts any dispute that arises in connection with the Contract.

47.2 Dispute Resolution

47.2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the level of representative of each Party specified in the Order Form.

47.2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

47.2.3 If the dispute cannot be resolved by the Parties pursuant to Clause 49.2.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clause 49.2.5 unless:

47.2.3.1 the Customer considers that the dispute is not suitable for resolution by mediation; or

47.2.3.2 the Supplier does not agree to mediation.

47.2.4 The obligations of the Parties under the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Supplier and the Staff shall comply fully with the requirements of the Contract at all times.

47.2.5 The procedure for mediation is as follows:

47.2.5.1 a neutral adviser or mediator ("**the Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, [apply to the mediation provider to appoint a Mediator]/[apply to the Centre for Effective Dispute Resolution ("CEDR") to appoint a Mediator];

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- 47.2.5.2 the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the mediation provider specified in Clause 49.2.5.1 to provide guidance on a suitable procedure;
- 47.2.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- 47.2.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
- 47.2.5.5 failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
- 47.2.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

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SCHEDULE 1: VARIATION FORM

No of Order Form being varied:.....

Variation Form No:.....

BETWEEN:

[insert name of Customer] ("the Customer")

and

[insert name of Supplier] ("the Supplier")

1. The Order is varied as follows and shall take effect on the date signed by both Parties:

[Guidance Note to Customer: Insert details of the Variation]

2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Customer

Signature

Date

Name (in Capitals)

Address

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Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

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SCHEDULE 2: SECURITY MANAGEMENT PLAN

In this Schedule the following provisions shall have the meanings given to them below:

"Breach of Security"	in accordance with the security requirements in paragraph 2.5 of the Order Form and the Security Policy, the occurrence of: <ul style="list-style-type: none">(a) any unauthorised access to or use of the Services, the Premises, the Sites, the Supplier System and/or any ICT, information or data (including the Confidential Information and the Customer Data) used by the Customer 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 Customer Data), including any copies of such information or data, used by the Customer and/or the Supplier in connection with this Contract;
"ISMS"	The Information Security Management System as defined by ISO/IEC 27001. The scope of the ISMS will be as agreed by the Parties and will directly reflect the scope of the Services;
"Protectively Marked"	shall have the meaning as set out in the Security Policy Framework;
"Security Policy Framework"	means the Cabinet Office Security Policy Framework (available from the Cabinet Office Security Policy Division);
"Security Tests"	shall have the meaning set out in paragraph 5 of this Schedule 2;
"Statement of Applicability"	shall have the meaning set out in ISO/IEC 27001 and as agreed by the Parties [during the procurement phase].

1. INTRODUCTION

1.1 This Schedule covers:

- 1.1.1 principles of protective security to be applied in delivering the Services;
- 1.1.2 [wider aspects of security relating to the Services];
- 1.1.3 the development, implementation, operation, maintenance and continual improvement of an ISMS;
- 1.1.4 the creation and maintenance of the Security Management Plan;

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- 1.1.5 audit and testing of ISMS compliance with the security requirements (as set out in paragraph 2.5 of the Order Form);
- 1.1.6 conformance to ISO/IEC 27001 (Information Security Requirements Specification) and ISO/IEC27002 (Information Security Code of Practice) and;
- 1.1.7 obligations in the event of actual, potential or attempted breaches of security.

2. PRINCIPLES OF SECURITY

- 2.1 The Supplier acknowledges that the Customer places great emphasis on the confidentiality, integrity and availability of information and consequently on the security provided by the ISMS.
- 2.2 The Supplier shall be responsible for the effective performance of the ISMS and shall at all times provide a level of security which:
 - 2.2.1 is in accordance with Good Industry Practice, Law and this Contract;
 - 2.2.2 complies with the Security Policy;
 - 2.2.3 [complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) available from the Cabinet Office Security Policy Division (COSPD)];
 - 2.2.4 meets any specific security threats to the ISMS;
 - 2.2.5 complies with ISO/IEC27001 and ISO/IEC27002 in accordance with paragraph 6 of this Schedule;
 - 2.2.6 complies with the security requirements as set out in paragraph 2.5 of the Order Form; and
 - 2.2.7 complies with the Customer's ICT standards.
- 2.3 Subject to Clause 47, the references to standards, guidance and policies set out in paragraph 2.2 shall be deemed to be references to such items as developed and updated and to any successor or replacement for such standards, guidance and policies, from time to time.
- 2.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Customer's Representative of such inconsistency immediately upon becoming aware of the same, and the Customer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

3. ISMS AND SECURITY MANAGEMENT PLAN

3.1 Introduction

- 3.1.1 The Supplier shall develop, implement, operate, maintain and continuously improve and maintain (and ensure that all Supplier's Staff and Sub-

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Contractors implement and comply with) an ISMS which will, without prejudice to paragraph 2.2, be approved, by the Customer, tested in accordance with Schedule 4, periodically updated and audited in accordance with ISO/IEC 27001.

- 3.1.2 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule to apply during the Contract Period.
- 3.1.3 The Supplier shall comply with its obligations set out in the Security Management Plan and any other provision of the Framework Agreement relevant to security.
- 3.1.4 Both the ISMS and the Security Management Plan shall, unless otherwise specified by the Customer, aim to protect all aspects of the Services and all processes associated with the delivery of the Services, including the Premises, the Sites, the Supplier System and any ICT, information and data (including the Customer Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Contract.
- 3.1.5 The Supplier is responsible for monitoring and ensuring that it is aware of changes to the Security Policy. The Supplier shall keep the Security Management Plan up-to-date with the Security Policy as amended from time to time.

3.2 Development of the Security Management Plan

- 3.2.1 Within [twenty (20)] Working Days after the Commencement Date (or such other period specified in the Implementation Plan or as otherwise agreed by the Parties in writing) and in accordance with paragraph 4.2 (Amendment and Revision), the Supplier will prepare and deliver to the Customer for approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 3.2.2 If the Security Management Plan, or any subsequent revision to it in accordance with paragraph 4.2 (Amendment and Revision), is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan. If the Security Management Plan is not Approved the Supplier shall amend it within ten (10) Working Days or such other period as the Parties may agree in writing of a notice of non-approval from the Customer and re-submit to the Customer 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 (or such other period as the parties may agree in writing) from the date of its first submission to the Customer. If the Customer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure. No approval to be given by the Customer pursuant to this paragraph 3.2.2 may be unreasonably withheld or delayed. However where the Customer does not approve the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 4 shall be deemed to be reasonable.

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4. Content of the Security Management Plan

- 4.1.1 The Security Management Plan will set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Contract (including this Schedule, the principles set out in paragraph 2.2 and any other elements of this Contract relevant to security or any data protection guidance produced by the Customer);
- 4.1.2 The Security Management Plan (including the draft version) should also set out the plans for transiting all security arrangements and responsibilities from those in place at the Commencement Date to those incorporated in the Supplier's ISMS at the date set out in the Implementation Plan for the Supplier to meet the full obligations of the security requirements set out in this Contract and paragraph 2.7 of the Order Form.
- 4.1.3 The Security Management Plan will be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules of this Contract which cover specific areas included within that standard.
- 4.1.4 The Security Management Plan shall be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Customer engaged in the Services and shall only reference documents which are in the possession of the Customer or whose location is otherwise specified in this Schedule.

4.2 Amendment and Revision of the ISMS and Security Management Plan

- 4.2.1 The ISMS and Security Management Plan will be fully reviewed and updated by the Supplier annually, or from time to time to reflect:
 - 4.2.1.1 emerging changes in Good Industry Practice;
 - 4.2.1.2 any change or proposed change to the Supplier System, the Services and/or associated processes;
 - 4.2.1.3 any new perceived or changed security threats;
 - 4.2.1.4 any reasonable request by the Customer.
- 4.2.2 The Supplier will provide the Customer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the ISMS and Security Management Plan at no additional cost to the Customer. The results of the review should include, without limitation:
 - 4.2.2.1 suggested improvements to the effectiveness of the ISMS;
 - 4.2.2.2 updates to the risk assessments;

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- 4.2.2.3 proposed modifications to the procedures and controls that effect information security to respond to events that may impact on the ISMS; and
 - 4.2.2.4 suggested improvements in measuring the effectiveness of controls.
- 4.2.3 On receipt of the results of such reviews, the Customer will Approve any amendments or revisions to the ISMS or Security Management Plan in accordance with the process set out at paragraph 3.2.2.
- 4.2.4 Any change or amendment which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a Customer request or change to the requirement set out in paragraph 2.5 of the Order Form or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Customer.

5. TESTING

- 5.1 The Supplier shall conduct tests of the ISMS ("Security Tests") on an [annual] basis or as otherwise agreed by the Parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the Customer.
- 5.2 The Customer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Customer with the results of such tests (in a form approved by the Customer in advance) as soon as practicable after completion of each Security Test.
- 5.3 Without prejudice to any other right of audit or access granted to the Customer pursuant to this Contract, the Customer and/or its authorised representatives shall be entitled, at any time and without giving notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Customer may notify the Supplier of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the delivery of the Services. If such tests adversely affect the Supplier's ability to deliver the Services to the agreed Service Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the tests.
- 5.4 Where any Security Test carried out pursuant to paragraphs 5.1 and 5.2 above reveals any actual or potential Breach of Security and/or security failure or weaknesses, the Supplier shall promptly notify the Customer in writing of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Customer's approval in accordance with paragraph 3.2.2, the Supplier shall implement such changes to the ISMS and the Security Management Plan in accordance with the timetable agreed with the Customer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan to address a non-compliance with the Security Policy or security requirements (as set out in paragraph 2.7 of the Order Form), the change to the ISMS or Security Management Plan shall be at no cost to the Customer. For the purposes of this paragraph 5, weaknesses means a vulnerability in security and failure means a possible breach of the Security Management Plan or security requirements.

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6. COMPLIANCE WITH ISO/IEC 27001

- 6.1 Where the Customer requests, the Supplier shall obtain independent certification of the ISMS to ISO/IEC 27001 within [twelve (12)] Months of the Commencement Date or such reasonable time period as to be agreed with the Customer and shall maintain such certification for the duration of the Contract.
- 6.2 [If certain parts of the ISMS do not conform to Good Industry Practice, or controls as described in ISO/IEC 27002 are not consistent with the Security Policy, and, as a result, the Supplier reasonably believes that it is not compliant with ISO/IEC 27001, the Supplier shall promptly notify the Customer of this and the Customer in its absolute discretion may waive the requirement for certification in respect of the relevant parts.]
- 6.3 The Customer shall be entitled to carry out such regular security audits as may be required, and in accordance with Good Industry Practice, in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001.
- 6.4 If, on the basis of evidence provided by such audits, it is the Customer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 is not being achieved by the Supplier, then the Customer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to become compliant with the principles and practices of ISO/IEC 27001. If the Supplier does not become compliant within the required time then the Customer has the right to obtain an independent audit against these standards in whole or in part.
- 6.5 If, as a result of any such independent audit as described in paragraph 6.3 the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Customer in obtaining such audit.

7. BREACH OF SECURITY

- 7.1 Either party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 7.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 7.1, the Supplier shall:
 - 7.2.1 immediately take all reasonable steps necessary to:
 - 7.2.1.1 remedy such breach or protect the integrity of the ISMS against any such potential or attempted breach or threat; and
 - 7.2.1.2 prevent an equivalent breach in the future.

Such steps shall include any action or changes reasonably required by the Customer. In the event that such action is taken in response to a breach that is determined by the Customer acting reasonably not to be covered by the obligations of the Supplier under

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this Contract, then the Supplier shall be entitled to refer the matter to the Variation Procedure; and

7.2.2 as soon as reasonably practicable provide to the Customer full details (using such reporting mechanism as defined by the ISMS) of the Breach of Security or the potential or attempted Breach of Security.

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SCHEDULE 3: PARENT COMPANY GUARANTEE

[Insert the name of the Guarantor]

- and -

[Insert the name of the Customer]

DEED OF GUARANTEE

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THIS DEED OF GUARANTEE is made the [] day of 20[]

BETWEEN:

- (1) [Insert the name of the Guarantor] [a company incorporated in England and Wales with number [] whose registered office is at [insert address of the Guarantor's registered office]] [a company incorporated under the laws of [insert country if not registered in England and Wales], registered in [insert country where registered if not in England and Wales] with number [insert number] at [insert place of registration], whose principal office is at [insert office address] ("**Guarantor**") in favour of
- (2) [Insert the name of the Customer] whose principal office is at [insert office address] ("**Beneficiary**").

WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee the due performance by the Supplier of all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees with the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

- 1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;
- 1.2 the words and phrases below shall have the following meanings:

"Authority" means the Minister for the Cabinet Office as successor to Lords Commissioner of Her Majesty's Treasury as represented by Government Procurement Service formerly Buying Solutions, whose principal office is at 9th Floor, The Capital, Old Hall Street, Liverpool L3;

"Guaranteed Agreement" means the agreement for the provision of the Services made between the Supplier and the Customer comprising of an Order Form dated [[insert date dd/mm/yyyy]/[the same date as this Deed of Guarantee]] and the Call-off Terms; and

[Guidance Note to Customer: Delete the appropriate Clauses above depending on when the Order Form is dated]

"Guaranteed Obligations" means all obligations of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;

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- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, supplemented, substituted or novated from time to time;
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under the Guaranteed Agreement or in respect of the Guaranteed Obligations.
- 2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:
 - 2.3.1 fully, punctually and specifically perform (either itself or, with the consent of the Beneficiary which shall not be unreasonably withheld or delayed, and provided that the Guarantor will nonetheless remain fully responsible for

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the performance of the Guaranteed Obligations, by an Affiliate or other third party) such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and

2.3.2 fully indemnify and keep the Beneficiary fully indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.

2.4 As a separate and independent obligation, the Guarantor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will (either itself or, with the consent of the Beneficiary which shall not be unreasonably withheld or delayed, and provided that the Guarantor will nonetheless remain fully responsible for the performance of the Guaranteed Obligations, by an Affiliate or other third party), at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

4.1.1 [insert address of the Guarantor in England and Wales]

4.1.2 Facsimile Number: [insert fax number]

4.1.3 For the Attention of: [insert name]

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[Guidance Note: Relevant information to be inserted above]

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

- 4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:
- 4.2.1 if delivered by hand, at the time of delivery; or
 - 4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or
 - 4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.
- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.
- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.
- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
- 5.2.1 it shall not be discharged by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
 - 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;

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5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and

5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.

5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non-performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.

5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.

5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.

5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

6. RIGHTS OF SUBROGATION

The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

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- 6.1 of subrogation and indemnity;
- 6.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and
- 6.3 to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until the Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

7. REPRESENTATIONS AND WARRANTIES

7.1 The Guarantor hereby represents and warrants to the Beneficiary that:

- 7.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
- 7.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
- 7.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including without limitation entry into and performance of a contract pursuant to Clause 3 have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - 7.1.3.1 the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
 - 7.1.3.2 any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
 - 7.1.3.3 the terms of any agreement or other document to which the Guarantor is a party or which is binding upon it or any of its assets;
- 7.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
- 7.1.5 this Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

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7.2 The Guarantor acknowledges and agrees that:

7.2.1 the warranties, representations and undertakings contained in this Deed of Guarantee are material and are designed to induce the Beneficiary into entering into the Guaranteed Agreement; and

7.2.2 the Beneficiary has been induced into entering into the Guaranteed Agreement and in doing so has relied upon on the warranties, representations and undertakings contained herein.

8. PAYMENTS AND SET-OFF

8.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

8.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee from the day after the date on which payment was due up to and including the date of payment in full (as well after as before any judgment) calculated from day to day at a rate per annum equal to the latest inter-bank lending rate (LIBOR) plus two percent (2%) above the base rate of the Bank of England from time to time in force.

8.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

9. GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

10. ASSIGNMENT

The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

11. SEVERANCE

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

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12. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that:

- 12.1 subject to Clause 12.2, this Deed of Guarantee is not intended to, and does not, give to any person who is not a party to this Deed of Guarantee any rights to enforce any provisions contained in this Deed of Guarantee except for any person to whom the benefit of this Deed of Guarantee is assigned or transferred in accordance with Clause 10; and
- 12.2 the Customer may, as agent and trustee for the Beneficiary, enforce on behalf of the Beneficiary any term of this Deed of Guarantee.

13. GOVERNING LAW

- 13.1 This Deed of Guarantee shall be governed by and construed in all respects in accordance with English law.
- 13.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 13.3 Nothing contained in this Clause 13 shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
- 13.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.
- 13.5 [Guidance Note: The following provision can be included to deal with the appointment of an English process agent by a non English incorporated Guarantor] [The Guarantor hereby irrevocably designates, appoints and empowers [insert name of Supplier] (the Supplier) [Guidance Note: A suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office, or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

[Guidance Note: This provision is to be completed by the Supplier where the registered office of the Guarantor is not situated in England and Wales.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by)

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[Insert name of the Guarantor] acting by [Insert/print names]

Director

Director/Secretary

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SCHEDULE 4: TESTING

1. INTRODUCTION

This schedule sets out the approach to Testing and the different Testing activities to be undertaken, including the preparation and agreement of the Test Strategy and Test Plans.

2. TESTING OVERVIEW

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy and the Test Plans.
- 2.2 Any disputes between the Supplier and the Customer regarding this Testing shall be referred to the Dispute Resolution Procedure.

3. TEST STRATEGY

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable but in any case no later than sixty (60) Working Days (or such other period as the Parties may agree) after the Commencement Date.
- 3.2 The final Test Strategy shall include:
 - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 3.2.3 the procedure to be followed should a Deliverable fail a Test or where a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 3.2.4 the procedure to be followed to sign off each Test; and
 - 3.2.5 the process for the production and maintenance of reports relating to Tests.

4. TEST PLANS

- 4.1 The Supplier shall develop Test Plans for the approval of the Customer as soon as practicable but in any case no later than sixty (60) Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise) prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2 Each Test Plan shall include as a minimum:
 - 4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested;
 - 4.2.2 a detailed procedure for the Tests to be carried out, including:
 - 4.2.2.1 the timetable for the Tests including start and end dates;

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- 4.2.2.2 the Testing mechanism;
- 4.2.2.3 dates and methods by which the Customer can inspect Test results;
- 4.2.2.4 the mechanism for ensuring the quality, completeness and relevance of the Tests;
- 4.2.2.5 the process with which the Customer will review Test Issues and progress on a timely basis; and
- 4.2.2.6 the re-Test procedure, the timetable and the resources which would be required for re-Testing.

- 4.3 The Customer shall not unreasonably withhold or delay its approval of the Test Plans and the Supplier shall implement any reasonable requirements of the Customer in the Test Plans.

5. TESTING

- 5.1 When the Supplier has completed the Services in respect of a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 5.2 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Customer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 5.3 If the Supplier successfully completes the requisite Tests, the Customer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Services are implemented in accordance with this Contract.

6. TEST ISSUES

Where a Test Issue is identified by the Supplier, the Parties shall agree how such Test Issue shall be dealt with and any failure to agree by the Parties shall be resolved in accordance with the Dispute Resolution Procedure.

7. TEST QUALITY AUDIT

- 7.1 Without prejudice to its rights pursuant to Clause 31, the Customer or an agent or contractor appointed by the Customer may perform on-going quality audits in respect of any part of the Testing.
- 7.2 If the Customer has any concerns following an audit in accordance with paragraph 7.1 above the Customer will discuss such concerns with the Supplier, giving the Supplier the opportunity to provide feedback in relation to specific activities, and subsequently prepare a written report for the Supplier detailing the same to which the Supplier shall, within a reasonable timeframe, respond in writing.

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- 7.3 In the event of an inadequate response to the written report from the Supplier, the Customer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Customer.

8. OUTCOME OF TESTING

- 8.1 The Customer will issue a Satisfaction Certificate when it is satisfied that a Milestone has been Achieved.
- 8.2 If any Milestones (or any relevant part thereof) do not pass the Test in respect thereof then:
- 8.2.1 the Supplier shall rectify the cause of the failure and re-submit the Deliverables (or the relevant part) to Testing, provided that the Parties agree that there is sufficient time for that action prior to the relevant Milestone Date; or
- 8.2.2 the Parties shall treat the failure as a Supplier Default.

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APPENDIX: SATISFACTION CERTIFICATE

To: [insert name of Supplier]
FROM: [insert name of Customer]
[insert Date dd/mm/yyyy]

Dear Sirs,

SATISFACTION CERTIFICATE

Milestones: ***[Guidance Note to Customer: Insert description of the relevant Deliverables/Milestones]***

We refer to the agreement ("**Contract**") relating to the provision of the [] Services between the [insert Customer name] ("**Customer**") and [insert Supplier name] ("**Supplier**") dated [insert contract start date dd/mm/yyyy].

The definitions for terms capitalised in this certificate are set out in the Contract.

[We confirm that all of the Milestones have been successfully Achieved by the Supplier in accordance with the Test relevant to those Milestones.]

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Customer]

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SCHEDULE 5: DISASTER RECOVERY AND BUSINESS CONTINUITY

1. PURPOSE OF THIS SCHEDULE

- 1.1 This Schedule sets out the Customer's requirements for ensuring continuity of the business processes and operations supported by the Services in circumstances of Service disruption or failure and for restoring the Services through business continuity and as necessary disaster recovery procedures. It also includes the requirement on the Supplier to develop, review, test, change and maintain a BCDR Plan in respect of the Services.
- 1.2 The BCDR Plan shall be divided into three parts:
- 1.2.1 Part A which shall set out general principles applicable to the BCDR Plan ("**General Principles**").
 - 1.2.2 Part B which shall relate to business continuity ("**Business Continuity Plan**"); and
 - 1.2.3 Part C which shall relate to disaster recovery ("**Disaster Recovery Plan**"); and
- 1.3 The BCDR Plan shall detail the processes and arrangements which the Supplier shall follow to ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services and the recovery of the Services in the event of a Disaster.

2. DEVELOPMENT OF BCDR PLAN

- 2.1 The BCDR Plan shall unless otherwise required by the Customer in writing, be based upon and be consistent with the provisions of paragraphs 3 and 5 of this Schedule 5 (Business Continuity and Disaster Recovery Provisions).
- 2.2 The Supplier shall ensure that its Sub-Contractors' disaster recovery and business continuity plans are integrated with the BCDR Plan.

3. PART A - GENERAL PRINCIPLES AND REQUIREMENTS

- 3.1 The BCDR Plan shall:
- 3.1.1 set out how its business continuity and disaster recovery elements link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the Services;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Customer and (at the Customer's request) any Related Supplier with respect to issues concerning business continuity and disaster recovery where applicable;
 - 3.1.4 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Customer and any of its other Related Suppliers as notified to the Supplier by the Customer from time to time;

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- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Customer;
- 3.1.6 contain a risk analysis, including:
 - 3.1.6.1 failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - 3.1.6.2 identification of any single points of failure within the Services and processes for managing the risks arising therefrom;
 - 3.1.6.3 identification of risks arising from the interaction of the Services with the services provided by a Related Supplier; and
 - 3.1.6.4 a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-Contractors) and for the Customer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than [insert %] of data loss and to preserve data integrity;

[Guidance Note: Consider what an acceptable percentage of data loss would be and insert above.]

- 3.1.11 identify the responsibilities (if any) that the Customer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical advice and assistance to key contacts at the Customer as notified by the Customer from time to time to inform decisions in support of the Customer's business continuity plans.

3.2 The BCDR Plan shall be designed so as to ensure that:

- 3.2.1 the Services are provided in accordance with the Contract at all times during and after the invocation of the BCDR Plan;
- 3.2.2 the adverse impact of any Disaster, service failure, or disruption on the operations of the Customer is minimal as far as reasonably possible;
- 3.2.3 it aligns with the relevant provisions of ISO/IEC17799:2000, BS15000 (as amended) and all other industry standards from time to time in force; and

Commented [A1]: [REDACTED], not sure this is applicable but we need to put a percentage

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3.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.

3.3 The BCDR Plan must be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the Services.

3.4 The Supplier shall not be entitled to any relief from its obligations under the Service Levels or to any increase in the Contract Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. PART B - BUSINESS CONTINUITY ELEMENT - PRINCIPLES AND CONTENTS

4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Services remain supported and to ensure continuity of the business operations supported by the Services including but not limited to and unless the Customer expressly states otherwise in writing:

4.1.1 the alternative processes, (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and

4.1.2 the steps to be taken by the Supplier upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

4.2 The Business Continuity Plan shall address the various possible levels of failures of or disruptions to the Services and the services to be provided and the steps to be taken to remedy the different levels of failure and disruption. The Business Continuity Plan shall also clearly set out the conditions and/or circumstances under which the Disaster Recovery Plan is invoked.

5. PART C - DISASTER RECOVERY ELEMENT - PRINCIPLES AND CONTENTS

5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Customer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

5.2 The Disaster Recovery Plan shall only be invoked upon the occurrence of a Disaster.

5.3 The Disaster Recovery Plan shall include the following:

5.3.1 the technical design and build specification of the Disaster Recovery System;

5.3.2 details of the procedures and processes to be put in place by the Supplier and any Sub-Contractor in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:

5.3.2.1 data centre and disaster recovery site audits;

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- 5.3.2.2 backup methodology and details of the Supplier's approach to data back-up and data verification;
- 5.3.2.3 identification of all potential disaster scenarios;
- 5.3.2.4 risk analysis;
- 5.3.2.5 documentation of processes and procedures;
- 5.3.2.6 hardware configuration details;
- 5.3.2.7 network planning including details of all relevant data networks and communication links;
- 5.3.2.8 invocation rules;
- 5.3.2.9 Services recovery procedures;
- 5.3.2.10 steps to be taken upon Services resumption to address any prevailing effect of the Services failure or disruption;
- 5.3.3 any applicable Service Levels with respect to the provision of Disaster Recovery Services and details of any agreed relaxation upon the Service Levels during any period of invocation of the Disaster Recovery Plan;
- 5.3.4 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.3.5 access controls (to any disaster recovery sites used by the Supplier or any Sub-Contractor in relation to its obligations pursuant to this Schedule 5); and
- 5.3.6 testing and management arrangements.

6. PROVISION, REVIEW AND AMENDMENT OF THE BCDR PLAN

- 6.1 The Supplier shall provide a draft of the BCDR Plan within twenty (20) Working Days following the Commencement Date.
- 6.2 The Supplier shall review part or all of the BCDR Plan (and the risk analysis on which it is based):
 - 6.2.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.2.2 within three (3) Months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 8 of this Schedule; and
 - 6.2.3 where the Customer requests any additional reviews (over and above those provided for in paragraphs 6.2.1 and 6.2.2 of this Schedule) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Customer's written requirements. The costs of both Parties for any such additional reviews will be met by the Customer.

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6.3 Each review pursuant to paragraph 6.1 of the BCDR Plan shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan and shall also have regard to the occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within the period required by the BCDR Plan or if no such period is required within such period as the Customer shall reasonably require. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Customer a report ("**Review Report**") setting out:

6.3.1 the findings of the review;

6.3.2 any changes in the risk profile associated with the Services; and

6.3.3 the Supplier's proposals ("**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party.

6.4 The Supplier shall as soon as is reasonably practicable after receiving the Customer's approval of the Supplier's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the project's risk profile.

7. TESTING OF THE BCDR PLAN

7.1 The Supplier shall test the BCDR Plan on a regular basis (and in any event not less than once in every year during the Contract Period). Subject to paragraph 7.2, the Customer may require the Supplier to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Customer considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.

7.2 If the Customer requires an additional test of the BCDR Plan it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Customer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Customer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

7.3 Following each test, the Supplier shall send to the Customer a written report summarising the results of the test and shall promptly implement any actions or remedial measures which the Customer considers to be necessary as a result of those tests.

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- 7.4 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with the Customer and shall liaise with the Customer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Customer in this regard. Where required by the Customer, each test shall be carried out under the supervision of the Customer or its nominee.
- 7.5 The Supplier shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Customer. Copies of live test data used in any such testing shall be (if so required by the Customer) destroyed or returned to the Customer on completion of the test.
- 7.6 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Customer a report setting out:
 - 7.6.1 the outcome of the test;
 - 7.6.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.6.3 the Supplier's proposals for remedying any such failures.
- 7.7 Following each test, the Supplier shall take all measures requested by the Customer, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Customer, by the date reasonably required by the Customer and set out in such notice.
- 7.8 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Supplier of any of its obligations under this Schedule 5 or otherwise.
- 7.9 The Supplier shall also perform a test of the BCDR Plan as part of the commissioning of the Services.
- 8. INVOCATION OF THE BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN**
- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Customer promptly of such invocation). In all other instances the Supplier shall only invoke or test the BCDR Plan with the prior consent of the Customer.
- 8.2 Following a request from the Customer, the Supplier shall provide a written incident report and the BCDR Plan review following a plan invocation, but in any event within twenty (20) Working Days of full business recovery.

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SCHEDULE 6: SERVICE LEVELS AND SERVICE CREDITS

This Schedule 6 sets out the Service Levels which the Supplier is required to achieve when delivering the Services, the mechanism by which Service Failures will be managed and the method by which the Supplier's performance of the Services by the Supplier will be monitored. This Schedule comprises of:

1: Service Levels; and

2: Performance Monitoring.

1. SERVICE LEVELS

1.1 The overarching Service Levels and KPIs are provided in the Framework Agreement, Schedule 1, Services, Section B6 Performance Monitoring.

1.2 Should the Client require any enhanced or further Service Level requirements, then these should be detailed in this Schedule.

2. PERFORMANCE MONITORING

2.1 PRINCIPAL POINTS

2.1.1 This section provides the methodology for monitoring the Services:

a) to ensure that the Supplier is complying with the Service Levels; and

b) for identifying any failures to achieve Service Levels in the performance of the Supplier and/or delivery of the Services ("Performance Monitoring System").

2.1.2 Within twenty (20) Working Days of the Commencement Date the Supplier shall provide the Customer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

2.2 REPORTING OF SERVICE FAILURES

2.2.1 The Customer shall report all failures to achieve Service Levels and any Critical Service Failure to the Customer in accordance with the processes agreed in paragraph 1.2 above.

2.3 PERFORMANCE MONITORING AND PERFORMANCE REVIEW

2.3.1 The Supplier shall provide the Customer with reports in accordance with the process and timescales agreed pursuant to paragraph 1.2 above which shall contain, as a minimum, the following information in respect of the relevant period just ended:

a) for each Service Level, the actual performance achieved over the Service Level for the relevant period;

b) a summary of all failures to achieve Service Levels that occurred during that period;

c) any Critical Service Failures and details in relation thereto;

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d) for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

e) the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and

f) such other details as the Customer may reasonably require from time to time.

2.3.2 The Parties shall attend meetings to discuss Service Level reports ("Performance Review Meetings") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):

a) take place within one (1) week of the reports being issued by the Supplier;

b) take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance;

c) be attended by the Supplier's Representative and the Customer's Representative; and

d) be fully minuted by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Customer's representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier's representative and the Customer's Representative at each meeting.

2.3.3 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.

2.3.4 The Supplier shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified period.

2.4 SATISFACTION SURVEYS

2.4.1 In order to assess the level of performance of the Supplier, the Customer may undertake satisfaction surveys in respect of the Supplier's provision of the Services.

2.4.2 The Customer shall be entitled to notify the Supplier of any aspects of their performance of the Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with the Contract.

2.4.3 All other suggestions for improvements to the Services shall be dealt with as part of the continuous improvement programme pursuant to Clause 9.

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SCHEDULE 7: SOFTWARE TERMS

1. BRONZE LICENCE TERMS

- 1.1 Each licence granted under the Bronze Licence Terms shall be for the Contract Period, royalty free and non-exclusive and shall allow the Customer to Use the software.
- 1.2 The Customer may sub-license the rights granted to it pursuant to paragraph 1.1 to a third party provided that:
 - 1.2.1 the sub-licence only authorises the third party to Use the software for the benefit of the Customer; and
 - 1.2.2 the third party has entered into a confidentiality undertaking with the Customer.
- 1.3 The Customer may copy the software licensed pursuant to paragraph 1.1 above in order to create an archival copy and a back up copy of it. When copying such software, the Customer shall include the original machine readable copyright notice, and a label affixed to the media identifying the software and stating: "This medium contains an authorised copy of copyrighted software which is the property of [insert name of owner]."
- 1.4 The Customer may:
 - 1.4.1 assign, novate or otherwise dispose of its rights and obligations licensed under the Bronze Licence Terms to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Customer; or
 - 1.4.2 transfer the licences granted pursuant to this Contract to other machines or users within the Customer.
- 1.5 Any change in the legal status of the Customer which means that it ceases to be a Contracting Body shall not affect the validity of any licence granted under the Bronze Licence Terms. If the Customer ceases to be a Contracting Body, the Bronze Licence Terms shall be binding on any successor body to the Customer.
- 1.6 At any time during the Contract Period, the Supplier or third party licensor (as the case may be) may terminate a licence granted under the Bronze Licence Terms with thirty (30) Working Days notice in writing (or such other period as agreed by the Parties) if:
 - 1.6.1 the Customer uses the software for any purpose not expressly permitted by the Bronze Licence Terms or the Contract; or
 - 1.6.2 the Customer commits any material breach of the Bronze Licence Terms which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Supplier or third party licensor (as the case may be) giving the Customer written notice specifying the breach and requiring its remedy.

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2. SILVER LICENCE TERMS

- 2.1 Each licence granted under the Silver Licence Terms pursuant to this paragraph shall be on the same terms as paragraph 1 above (with the appropriate changes) as supplemented and amended by the following provisions:
- 2.1.1 the term of the licence shall be perpetual and shall include the right for any Replacement Supplier to Use the software;
 - 2.1.2 the right to grant sub-licenses shall include the right to sub-licence to any Replacement Supplier; and
 - 2.1.3 the licence shall survive the termination or expiry of the Contract.

3. GOLD LICENCE TERMS

- 3.1 Each licence granted under the Gold Licence Terms pursuant to this paragraph shall be on the same terms as paragraph 2 above (with the appropriate changes including, for the avoidance of doubt, change in the meaning of "Use" to reflect the fact that it relates to Gold Software) as supplemented and amended by the following provisions:
- 3.1.1 the licence shall be irrevocable and shall include the right to use the Source Code in the Gold Software;
 - 3.1.2 the right to grant sub-licenses shall not be subject to any provisos or restrictions;
 - 3.1.3 the licence shall not include a right for the Customer, or any person on behalf of the Customer, to:
 - 3.1.3.1 provide a copy of the software to any person for money or for other valuable consideration;
 - 3.1.3.2 Use the software as an integral part of any product which is supplied to any person for money or for other valuable consideration;
 - 3.1.3.3 Use the software in the development of any product that competes with those of the Supplier; and
 - 3.1.3.4 to exploit commercially the software.

4. COTS LICENCE TERMS

Each licence granted under the COTS Licence Terms pursuant to this paragraph shall be on the same terms as paragraph 2 above (with the appropriate changes) as supplemented and amended by the following provisions:

- 4.1 if so requested by the Customer, the Supplier shall procure that the third party licensor in respect of the COTS Software directly grants to the Customer and each Replacement Supplier a direct licence of the COTS software on the same terms as Silver Licence Terms.

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5. ASSIGNED SOFTWARE TERMS

- 5.1 The Supplier hereby assigns to the Customer, with full title guarantee, title to and all rights and interest in the Assigned Software or shall procure that the first owner of the Assigned Software assigns it to the Customer on the same basis.
- 5.2 The assignment under paragraph 5.1 shall either take effect on the Commencement Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant Assigned Software, as appropriate.
- 5.3 The Supplier shall waive or procure a waiver of any moral rights in any copyright works assigned to the Customer under this Contract.
- 5.4 If requested to do so by the Customer, the Supplier shall without charge to the Customer execute all documents and do all such further acts as the Customer may require to perfect the assignment under paragraph 5.1 or shall procure that the owner of the Assigned Software does so on the same basis.

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SCHEDULE 8: EXIT PLANNING AND SERVICE TRANSFER ARRANGEMENT

1. INTRODUCTION

- 1.1 This Schedule describes provisions that should be included in the Exit Plan, the duties and responsibilities of the Supplier to the Customer leading up to and covering the expiry or termination (howsoever arising) (including partial termination) of this Contract and the transfer of service provision to a Replacement Supplier.
- 1.2 The objectives of the Exit Planning and Service Transfer Arrangements are to ensure a smooth transition of the availability of the Services from the Supplier to a Replacement Supplier at the termination (howsoever arising) (including partial termination) or expiry of this Contract.

2. EXIT PLANNING AND SERVICE TRANSFER ARRANGEMENTS

- 2.1 The Supplier agrees to indemnify and keep the Customer fully indemnified for itself and on behalf of any Replacement Supplier in respect of any claims, costs (including reasonable legal costs), demands, and liabilities arising from the provision of incorrect information provided to the Customer by the Supplier, to the extent that any such claim, cost, demand or liability directly and unavoidably arises from the use of the incorrect information in a manner that can reasonably be assumed to be proper in bidding for or providing services similar to the Services.

3. EXIT PLAN

- 3.1 Further to Clause 5.7, the Customer shall review the Exit Plan within twenty (20) Working Days of receipt from the Supplier and shall notify the Supplier of any suggested revisions to the Exit Plan. In this respect, the Customer will act neither unreasonably, capriciously nor vexatiously. Such suggested revisions shall be discussed and resolved within ten (10) Working Days. The agreed Exit Plan shall be signed as approved by each Party (within thirty (30) Working Days after submission of the draft Exit Plan).
- 3.2 The Exit Plan shall provide comprehensive proposals for the activities and the associated liaison and assistance that will be required for the successful transfer of the Services. The Supplier shall ensure that the Exit Plan shall include as a minimum:
- 3.2.1 a detailed description of how the Services will be ceased and transferred to the Customer and/or the Replacement Supplier as the case may be;
 - 3.2.2 details of the management structure to be employed by the Supplier to effectively transfer the Services to the Customer and/or Replacement Supplier as the case may be;
 - 3.2.3 details of how relevant knowledge will be transferred to the Customer and/or the Replacement Supplier; and
 - 3.2.4 details of contracts (if any) which will be available for transfer to the Customer and/or the Replacement Supplier upon expiry or termination of the Contract together with any reasonable costs required to effect such transfer (and the Supplier agrees that all assets and contracts used by the Supplier in connection with the provision of the Services will be available for such transfer);

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- 3.2.5 proposals for the training of key members of the Replacement Supplier's personnel in connection with the continuation of the provision of the Services following the expiry or termination (howsoever arising) of this Contract charged at rates agreed between the Parties at that time;
- 3.2.6 proposals for providing the Customer or a Replacement Supplier copies of all documentation:
 - 3.2.6.1 used in the provision of the Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the Supplier; and
 - 3.2.6.2 relating to the use and operation of the Services;
- 3.2.7 proposals for the methods of transfer of the Services to the Customer or a Replacement Supplier;
- 3.2.8 proposals for the assignment or novation of all Services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the performance of the Services;
- 3.2.9 proposals for the identification and return of all Property in the possession of and/or control of the Supplier or any third party (including any Sub-Contractor);
- 3.2.10 proposals for the disposal of any redundant Services and materials; and
- 3.2.11 proposals for the supply of any other information or assistance reasonably required by the Customer or a Replacement Supplier in order to effect an orderly handover of the provision of the Services.

- 3.3 The Exit Plan shall be reviewed and updated by the Supplier. In this regard, the Supplier shall provide a revised version of the Exit Plan to the Customer on or before 31st July and 31st January each Contractual Year (or more frequently as may be agreed between the Parties). The revised Exit Plan shall be reviewed and agreed in accordance with the provisions of paragraph 3.1 of this Schedule.

4. ASSISTANCE ON EXPIRY OR TERMINATION

- 4.1 In the event that this Contract expires or is terminated the Supplier shall, where so requested by the Customer, provide assistance to the Customer to migrate the provision of the Services to a Replacement Supplier including as set out in the Exit Plan.

5. PRE-EXIT OBLIGATIONS

- 5.1 The Supplier agrees that, subject to compliance with the Data Protection Legislation:
 - 5.1.1 within twenty (20) Working Days of the earliest of:
 - 5.1.1.1 receipt of a notification from the Customer of a Service Transfer or intended Service Transfer; or

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5.1.1.2 receipt of the giving of notice of early termination of this Contract or any part thereof; or

5.1.1.3 the date which is six (6) Months before the due expiry date of this Contract,

it shall provide a list of those of its, its Staff, or its Sub-Contractors', who are wholly or mainly assigned to the provision of the Services which the Supplier believes will transfer to the Customer or the Replacement Supplier (as the case may be), together with Staffing Information in relation to such employees;

5.1.2 at least ten (10) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Customer for itself or on behalf of any Replacement Supplier (as the case may be) a final list of employees which shall be transferred under TUPE (the "Transferring Supplier Employees") and any updated Staffing Information in relation to such Transferring Supplier Employees; and

5.1.3 the Customer shall be permitted to use and disclose information provided by the Supplier under paragraph 5 of this Schedule for informing any tenderer or other prospective Replacement Supplier.

5.2 The Supplier warrants, for the benefit of the Customer and any Replacement Supplier, that the information provided under paragraph 5 of this Schedule shall be complete, true and accurate.

5.3 From the date of the earliest event referred to in paragraphs 5.1.1.1 to 5.1.1.3 of this Schedule, the Supplier agrees that it shall not, and agrees to procure that its Sub-Contractors shall not without the prior Approval of the Customer in respect of those employees engaged in the provision of the Services:

5.3.1 increase or reduce the total number of employees so engaged, or give notice to terminate the employment of any such employees; or

5.3.2 replace or re-deploy any such employee other than where any replacement is of equivalent grade, skills, experience and expertise; or

5.3.3 make, promise, propose or permit any changes to their terms and conditions of employment (including any payments connected with the termination of employment).

5.4 Within seven (7) Working Days following the subsequent Service Transfer Date, the Supplier will provide to the Customer or any Replacement Supplier, in respect of each person on the Final Staff List (as defined under Clause 17.1.2) who is a Transferring Supplier Employee:

5.4.1 the most recent Month's copy pay slip data;

5.4.2 details of cumulative pay for tax and pension purposes;

5.4.3 details of cumulative tax paid;

5.4.4 tax code;

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- 5.4.5 details of any voluntary deductions from pay; and
- 5.4.6 bank/building society account details for payroll purposes.

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SCHEDULE 9: DIVERSITY & EQUALITY

1. INTRODUCTION

This Schedule sets out the Diversity and Equality requirements which are applicable to the provision of the Services. This Schedule comprises:

- 1.1 Part A: Low Risk and / or Low Value Procurement**
- 1.2 Part B: High Risk and / or High Value Procurement**

PART A

Low Risk and / or Low Value Procurement

1. GENERAL

- 1.1 The Supplier acknowledges that the Customer has a 'duty to promote' equality and must at all times be seen to be actively promoting equality of opportunity for, and good relations between, all persons, irrespective of their race, gender, gender reassignment, disability, age, sexual orientation or religion/belief or in terms of pregnancy and maternity or marriage and civil partnership. The Supplier must ensure that each of its Sub-Contractors involved in delivery of this Contract are aware of, and acknowledge, that the Customer has a 'duty to promote' equality.
- 1.2 In delivering the Services, the Supplier shall, and shall procure that its Sub-Contractors, assist and cooperate with the Customer in satisfying Equality duties by fully complying with the requirements of this Schedule.

2. COMPLIANCE

- 2.2 The Supplier acknowledges the provisions of the Equality Legislation.
- 2.3 The Supplier shall provide a copy of their Diversity and Equality Policy in accordance with paragraphs 2.5 and 2.6 (and sub paragraphs) of this Schedule, within six (6) Months of the Commencement Date, and on any revision within the Contract Period thereafter.
- 2.4 The Supplier will provide workforce monitoring data in accordance with paragraph 3 (and sub paragraphs) of this Schedule, within six (6) Months of the Commencement Date and annually thereafter during the Term of the Contract.
- 2.5 The Customer will consider and agree the submissions made by the Supplier when complying with paragraphs 2 and 3 of this Schedule. Any issues will be raised with the Supplier by the contract manager acting on behalf of the Customer. If an issue relates to a Sub-Contractor, the Supplier must raise and resolve the issue with the Sub-Contractor. Once submissions are Approved by the Customer the Supplier will formally review, revise and resubmit all information required in paragraph 2.2 and paragraph 2.3 on an annual basis. Diversity and equality aspects will also be discussed jointly by the Customer and the Supplier as an ongoing item at the Contract review meetings.
- 2.6 The Supplier shall produce a Diversity and Equality Policy within six (6) Months of the Commencement Date to which it shall adhere in delivering the Services, though it does not have to be specific to the contract, the Policy, as a minimum shall:
- a) address the prevention of unlawful discrimination and promoting equality of opportunity in respect of:
- i) Race
 - ii) Gender
 - iii) Gender reassignment
 - iv) Disability
 - v) Age

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- vi) Sexual orientation
 - vii) Religion/Belief
 - viii) Pregnancy and Maternity
 - ix) Marriage and Civil Partnerships,
- b) Contain commitment and sign off from senior management,
- c) Apply to the treatment of Staff, Customers, Sub-Contractors, suppliers and other stakeholders,
- d) Identifies the structures (if any) already in place, or which will be in place (and by when) and what resources are, or will be (and by when), directed towards diversity and equality within the Supplier's organisation including in relation to:
- i. Harassment
 - ii. Bullying
 - iii. Victimisation
 - iv. Recruitment procedures
 - v. Staff training and development, and
- e) Provides for the setting and monitoring of targets in relation to diversity and equality, and
- g) Details how the policy will be (and by when) communicated to Staff and Sub-Contractors.
- 2.7 In delivering the Services, the Supplier shall provide written evidence that demonstrate:
- a) reasonable adjustments are made, as required by Equality Legislation to make those Services accessible to disabled people and that in the case of Information Technology services, those services are in accordance with the Customer's standards;
 - b) all Staff have had appropriate training so that they understand the duties required by Equality Legislation not to discriminate and to promote equality
- 2.8 The Customer may request further information and assurance relating to Diversity & Equality at any point during the duration of this Contract.
- 2.9 The Supplier shall notify the Customer of the details of any diversity and equality cases and tribunals (including volumes and outcomes) relating to the Supplier and any Sub-Contractors.

3. MONITORING AND REPORTING

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3.1 The Supplier shall provide workforce monitoring data as detailed in paragraph 3.2 of this Schedule. A template for data collected in paragraphs 3.2, 3.3 and 3.4 will be provided by the Customer. Completed templates for the Supplier and each Sub-Contractor will be submitted by the Supplier with the Diversity and Equality Delivery Plan within six (6) Months of the Commencement Date and annually thereafter. Suppliers are required to provide workforce monitoring data for the workforce involved in delivery of this Contract. Data relating to the wider Supplier workforce and wider Sub-Contractors workforce would however be well received by the Customer. Suppliers and any Sub-Contractors are required to submit percentage figures only in response to paragraphs 3.2(a), 3.2(b) and 3.2(c).

3.2. The Supplier and Sub-Contractors will each provide separate information detailing:

a) the proportion of employees who are:

- i) female; and/or
- ii) disabled;
- iii) those who prefer not to state gender and/or disability.

b) the proportion of Staff who in terms of ethnicity are:

White

- i) white British;
- ii) white Irish;
- iii) of any other white background.

Mixed

- iv) white and black Caribbean;
- v) white and black African;
- vi) white and Asian;
- vii) of any other mixed background.

Asian or Asian British

- viii) Indian;
- ix) Pakistani;
- x) Bangladeshi;
- xi) of any other Asian background.

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Black or Black British

- xii) Car bbean;
- xiii) African;
- xiv) of any other Black background.

Chinese or other ethnic group

- xv) Chinese;
- xvi) of any other ethnic group.

Prefer not to state

- xvii) Prefer not to state ethnicity.

For the avoidance of doubt, the seventeen (17%) percentage figures submitted under categories i) to xvii) of this paragraph 3.2(b) (in each template in respect of the Supplier's employees and each Sub-Contractors employees) should total one hundred percent (100%).

- c) The Supplier will provide details of the proportion of its Sub-Contractors retained in relation to this Contract that are:
 - i) small to medium sized enterprises (meaning enterprises with less than two hundred and fifty (250) employees and a maximum annual turnover of forty (40) million pounds);
 - (ii) ethnic minority enterprises (in each case meaning an enterprise fifty one percent (51%) or more of which is owned by members of one (1) or more ethnic minority groups, or, if there are few owners, where at least fifty percent (50%) of the owners are members of one (1) or more ethnic minority groups). For this purpose, ethnic minority groups means ethnic groups other than White as referred to at paragraph 3.2(b) of this Schedule: and
 - iii) black ethnic minority enterprises (in each case meaning an enterprise fifty one percent (51%) or more of which is owned by members of the Black or Black British ethnic group, or, if there are few owners, where at least fifty percent (50%) of the owners are members of the Black or Black British ethnic group). For this purpose, the Black or Black British ethnic group has the meaning referred to at categories xii) to xiv) in paragraph 3.2(b) of this Schedule.

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- 3.3 The Supplier shall, and shall procure that its Sub-Contractors will ensure at all times that they comply with the requirements of the DPA in the collection and reporting of the information to the Customer.

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PART B

High Risk and / or High Value Procurement

This Schedule sets out the Diversity and Equality requirements which are applicable to the provision of the Services.

1. GENERAL

- 1.1 The Supplier acknowledges that the Customer has a 'duty to promote' equality and must at all times be seen to be actively promoting equality of opportunity for, and good relations between, all persons, irrespective of their race, gender, gender reassignment, disability, age, sexual orientation or religion/belief or in terms of pregnancy and maternity or marriage and civil partnership. The Supplier must ensure that each of its Sub-Contractors involved in delivery of this Contract are aware of, and acknowledge, that the Customer has a 'duty to promote' equality.
- 1.2 In delivering the Services, the Supplier shall, and shall procure that its Sub-Contractors, assist and cooperate with the Customer in satisfying Equality duties by fully complying with the requirements of this Schedule.

2. COMPLIANCE

- 2.1 The Supplier acknowledges the provisions of the Equality Legislation.
- 2.2 The Supplier shall produce a Diversity and Equality Delivery Plan in accordance with paragraphs 2.5 and 2.6 of this Schedule, within six (6) Months of the Commencement Date, and annually thereafter. The Diversity and Equality Delivery Plan must be specific to this Contract and include details for all Sub-Contractors involved in delivery of this Contract.
- 2.3 The Supplier will provide workforce monitoring data in accordance with paragraph 3 of this Schedule, within six (6) Months of the Commencement Date and annually thereafter.
- 2.4 The Customer will consider and agree the submissions made by the Supplier when complying with paragraphs 2 and 3 of this Schedule. Any issues will be raised with the Supplier by the contract manager acting on behalf of the Customer. If an issue relates to a Sub-Contractor, the Supplier must raise and resolve the issue with the Sub-Contractor. Once submissions are approved by the Customer the Supplier will formally review, revise and resubmit all information required in paragraphs 2.2 and 2.3 on an annual basis. Diversity and equality aspects will also be discussed jointly by the Customer and the Supplier as an ongoing item at the Contract review meetings.
- 2.5 In delivering the Services, the Supplier shall prepare the Diversity and Equality Delivery Plan which as a minimum includes:
 - a) an overview of Supplier and any Sub-Contractor's policy/policies and procedures for preventing unlawful discrimination and promoting equality of opportunity in respect of:

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- i) Race
- ii) Gender
- iii) Gender reassignment
- iv) Disability
- v) Age
- vi) Sexual orientation
- vii) Religion/Belief
- viii) Pregnancy and Maternity
- ix) Marriage and Civil Partnerships

- b) an overview of Supplier and any Sub-Contractor's policy/policies and procedures covering:
 - i) Harassment
 - ii) Bullying
 - iii) Victimisation
 - iv) Recruitment procedures
 - v) Staff training and development

Full policy documents must be made available to the Customer on request;

- c) details of the way in which the above policy/policies and procedures are, or will be (and by when), communicated to the Staff;
- d) details of what general diversity and equality related training has been, or will be delivered (and by when), to Staff;
- e) details of what structure is already in place, or will be in place (and by when) and what resources are, or will be (and by when), directed towards diversity and equality within the Supplier and any Sub-Contractor's organisation; and
- f) details of any diversity and equality cases and tribunals (including volumes and outcomes) relating to the Supplier and any Sub-Contractors.

2.6 In delivering the Services, the Supplier shall provide written evidence within the Diversity and Equality Delivery Plan:

- a) Equality Impact Assessments have been carried out in conjunction with the Customer prior to the Services being delivered and will be carried out in the event of any changes to the Services, in accordance with Equality Legislation;
- b) reasonable adjustments are made, as required by Equality Legislation to make those Services accessible to disabled people and that in the case of Information Technology services, those services are in accordance with the Customer's standards;

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iii) all Staff have had appropriate training so that they understand the duties required by the Equality Legislation.

2.7 The Customer may request further information and assurance relating to Diversity & Equality at any point during the duration of this Contract.

3. MONITORING AND REPORTING

3.1 The Supplier shall provide workforce monitoring data as detailed in paragraph 3.2 of Part B of this Schedule. A template for data collected in paragraphs 3.2, 3.3 and 3.4 will be provided by the Customer. Completed templates for the Supplier and each Sub-Contractor will be submitted by the Supplier with the Diversity and Equality Delivery Plan within six (6) Months of the Commencement Date and annually thereafter. Suppliers are required to provide workforce monitoring data for the workforce involved in delivery of this Contract. Data relating to the wider Supplier workforce and wider Sub-Contractors workforce would however be well received by the Customer. Suppliers and any Sub-Contractors are required to submit percentage figures only in response to paragraphs 3.2(a), 3.2(b) and 3.2(c).

3.2 The Supplier and Sub-Contractors will each provide separate information detailing:

a) the proportion of employees who are:

- i) female; and/or
- ii) disabled;
- iii) those who prefer not to state gender and/or disability.

b) the proportion of Staff who in terms of ethnicity are:

White

- i) white British;
- ii) white Irish;
- iii) of any other white background.

Mixed

- iv) white and black Caribbean;
- v) white and black African;
- vi) white and Asian;
- vii) of any other mixed background.

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Asian or Asian British

- viii) Indian;
- ix) Pakistani;
- x) Bangladeshi;
- xi) of any other Asian background.

Black or Black British

- xii) Caribbean;
- xiii) African;
- xiv) of any other Black background.

Chinese or other ethnic group

- xv) Chinese;
- xvi) of any other ethnic group.

Prefer not to state

- xvii) Prefer not to state ethnicity

For the avoidance of doubt, the seventeen (17%) percentage figures submitted under categories i) to xvii) of this paragraph 3.2(b) (in each template in respect of the Supplier's employees and each Sub-Contractors employees) should total one hundred percent (100%).

- c) The Supplier will provide details of the proportion of its Sub-Contractors that are:
 - i) small to medium sized enterprises (meaning enterprises with less than two hundred and fifty (250) employees and a maximum annual turnover of forty (40) million pounds);
 - ii) ethnic minority enterprises (in each case meaning an enterprise fifty one percent (51%) or more of which is owned by members of one (1) or more ethnic minority groups, or, if there are few owners, where at least fifty percent (50%) of the owners are members of one (1) or more ethnic minority groups). For this purpose, ethnic minority groups means ethnic groups other than White as referred to at paragraph 3.2(b) of this Schedule: and

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- iii) black ethnic minority enterprises (in each case meaning an enterprise fifty one percent (51%) or more of which is owned by members of the Black or Black British ethnic group, or, if there are few owners, where at least fifty percent (50%) of the owners are members of the Black or Black British ethnic group). For this purpose, the Black or Black British ethnic group has the meaning referred to at categories xii) to xiv) in paragraph 3.2(b) of this Schedule.

For the avoidance of doubt, any given Sub-Contractor may fall into one (1), two (2), three (3) or all of the categories i) to iv) listed in paragraph 3.2(c) of this Schedule, depending on its composition.

- 3.3 The Supplier and any Sub-Contractors will compare their figures, in all categories listed in paragraphs 3.2(a), 3.2(b) and 3.2(c) of this Schedule, and provide (where possible) comparisons against any official national/regional statistics that are publicly available.
- 3.4 The Supplier and any Sub-Contractors will provide evidence of activities undertaken, or planned, in order to try and improve their current position in the categories detailed in paragraphs 3.2(a), 3.2(b) and 3.2(c) of this Schedule.
- 3.5 The Supplier shall, and shall procure that its Sub-Contractors will ensure at all times that they comply with the requirements of the DPA in the collection and reporting of the information to the Customer.

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SCHEDULE 10: STANDARDS

1. INTRODUCTION

This Schedule 10 sets out the Standards with which the Supplier shall comply in its provision of the Services and details the Supplier's obligations to comply with future Government requirements and standards.

2. COMPLYING WITH FUTURE GOVERNMENT REQUIREMENTS AND STANDARDS

The Supplier shall comply with current and future Government requirements and standards in accordance with any Government Guidance issued during the Term of this procurement and as developed and updated, from time to time.

3. CURRENT QUALITY AND TECHNICAL STANDARDS

- 3.1.** The Supplier shall at all times comply with the Quality and Technical Standards.
- 3.2.** The Supplier shall use its best endeavours to the best applicable techniques and standards and execute the Call-Off Agreements with all reasonable care, skill and diligence, and in accordance with Good Industry Practice.
- 3.3.** The Supplier warrants and represents that all Staff assigned to the delivery of the Services shall possess and exercise such qualifications, skill and experience as are necessary for the proper delivery of the Services.
- 3.4.** The introduction of new methods or systems which impinge on the delivery of the Services shall be subject to prior Approval.
- 3.5.** [The Supplier shall undertake its obligations arising under this Framework Agreement and in all Call-Off Agreements in accordance with the BS EN ISO 9001 Quality Management System standard, and all other quality and technical standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies), that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with and any other applicable quality standards, Government codes of practice and guidance.]

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SCHEDULE 11: ALTERNATIVE AND/OR ADDITIONAL CLAUSES – NOT USED

1. INTRODUCTION

- 1.1 This Schedule 11 specifies the Alternative Clauses and Additional Clauses that were requested in the Order Form and that shall apply to this Contract.

2. CLAUSES SELECTED

- 2.1 The Customer, in the Order Form, requested that the following Alternative Clauses should apply:

- 2.1.1 Law and Jurisdiction:
- 2.1.2 [[English Law (default)] [Scots Law] [Northern Ireland Law]]
- 2.1.3 [Non-Crown Bodies]; and
- 2.1.4 [Private Authorities].

- 2.2 The Customer, in the Order Form, requested that the following Additional Clauses should apply:

- 2.2.1 [Security Measures]; and
- 2.2.2 [Access to MOD Sites].

3. IMPLEMENTATION

The appropriate changes have been made in this Contract to implement the Alternative Clauses specified in paragraph 2.1 and the Additional Clauses specified in paragraph 2.2 shall be deemed to be incorporated into this Contract.

4. ALTERNATIVE CLAUSES

SCOTS LAW

- 4.1 For Scots Law, make the following changes:

- 4.1.1 Delete Clause 49.1 and insert:

49.1. SCOTS LAW AND JURISDICTION

49.1.1 Subject to the provisions of Clause 49.2, this Contract shall be considered as a contract made in Scotland, the Customer and the Supplier accept the exclusive jurisdiction of the Scottish Courts and agree that this Contract is to be governed by and construed according to Scots Law.

49.1.2 This Contract shall be binding upon the Customer and its successors and assignees and the Supplier and the Supplier's successors and permitted assignees.

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NORTHERN IRELAND LAW

4.2 For Northern Ireland Law, make the following changes:

4.2.1 Delete Clause 49.1 and insert:

49.1 LAW AND JURISDICTION OF NORTHERN IRELAND

49.1.1 Subject to the provisions of Clause 49.2 this Contract shall be considered as a contract made in Northern Ireland, the Customer and the Supplier accept the exclusive jurisdiction of the Northern Ireland Courts and agree that this Contract is to be governed by and construed according to Northern Ireland Law.

49.1.2 This Contract shall be binding upon the Customer and its successors and assignees and the Supplier and the Supplier's successors and permitted assignees.

4.2.2 Termination

4.2.2.1 In Clause 25.1.1.6 delete "...Section 123 of the Insolvency Act 1986." and insert [Article 103 of the Insolvency (NI) Order 1989.]

4.2.3 Racial Discrimination

4.2.3.1 Delete Clause 32 and insert:

32. DISCRIMINATION

32.1 The Supplier shall not unlawfully discriminate within the meaning and scope of the Race Relations Act 1976, Fair Employment (NI) Acts 1976 and 1989, the Sex Discrimination (NI) Orders 1976 and 1988, the Equal Pay Act (NI) 1970, or any statutory modification or re-enactment thereof relating to discrimination in employment.

32.2 The Supplier shall take all reasonable steps to ensure the observance of the provisions of Clause 32.1 by the Sub-Contractors employed in the execution of this Contract.

NON-CROWN BODIES

4.3 Where the Customer is not a Crown Body, the following changes should be made:

4.3.1 Delete the following wording in the definition of Staff ", including but not limited to, the provisions of the Official Secrets Act 1911 to 1989".

4.3.2 Official Secrets Act

Delete Clause 22.7.1.1 and insert "Not used"

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PRIVATE AUTHORITIES

4.4 For Contracts formed with Private Authorities make the following changes:

FREEDOM OF INFORMATION

[Guidance Note: Where the Customer is exempt from the FOIA, and notifies the Supplier accordingly in the Order Form, the following should be inserted to replace Clauses 22.8.1, 22.8.2 and 22.8.3]

"22.8.1 The Customer has notified the Supplier that the Customer is exempt from the provisions of FOIA."

5. ADDITIONAL CLAUSES

SECURITY MEASURES

[Guidance Note: number given as example. Insert as next available contract Clause number]

- 46.1 In this Clause 46:
- 46.1.1 "secret matter" means any matter connected with or arising out of the performance of this Contract which has been, or may hereafter be, by a notice in writing given by the Customer to the Supplier be designated 'top secret', 'secret', or 'confidential';
 - 46.1.2 "document" includes specifications, plans, drawings, photographs and books;
 - 46.1.3 references to a person employed by the Supplier shall be construed as references to any person employed or engaged by the Supplier to do anything in connection with this Contract, whether under a contract of service with the Supplier or under any other contract or arrangement whatsoever; and
 - 46.1.4 "servant" where the Supplier is a body corporate shall include a director of that body and any person occupying in relation to that body the position of director by whatever name called.
- 46.2 The Supplier shall not, either before or after the completion or termination of this Contract, do or permit to be done anything which it knows or ought reasonably to know may result in information about a secret matter being:
- 46.2.1 without the prior consent in writing of the Customer, disclosed to or acquired by a person who is an alien or who is a British subject by virtue only of a certificate of naturalisation in which his name was included;
 - 46.2.2 disclosed to or acquired by a person as respects whom the Customer has given to the Supplier a notice in writing which has not been cancelled stating that the Customer requires that secret matters shall not be disclosed to that person;

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- 46.2.3 without the prior consent in writing of the Customer, disclosed to or acquired by any person who is not a servant of the Supplier; or
- 46.2.4 disclosed to or acquired by a person who is an employee of the Supplier except in a case where it is necessary for the proper performance of this Contract that such person shall have the information.
- 46.3 Without prejudice to the provisions of Clause 46.2, the Supplier shall, both before and after the completion or termination of this Contract, take all reasonable steps to ensure:
 - 46.3.1 that no such person as is mentioned in Clauses 46.2.1, 46.2.2 or 46.2.3 hereof shall have access to any item or document under the control of the Supplier containing information about a secret matter except with the prior consent in writing of the Customer;
 - 46.3.2 that no visitor to any premises in which there is any item to be supplied under this Contract or where Services are being supplied shall see or discuss with the Supplier or any person employed by him any secret matter unless the visitor is authorised in writing by the Customer so to do;
 - 46.3.3 that no photograph of any item to be supplied under this Contract or any portions of the Services shall be taken except insofar as may be necessary for the proper performance of this Contract or with the prior consent in writing of the Customer, and that no such photograph shall, without such consent, be published or otherwise circulated;
 - 46.3.4 that all information about any secret matter and every document model or other item which contains or may reveal any such information is at all times strictly safeguarded, and that, except insofar as may be necessary for the proper performance of this Contract or with the prior consent in writing of the Customer, no copies of or extracts from any such document, model or item shall be made or used and no designation of description which may reveal information about the nature or contents of any such document, model or item shall be placed thereon; and
 - 46.3.5 that if the Customer gives notice in writing to the Supplier at any time requiring the delivery to the Customer of any such document, model or item as is mentioned in Clause 46.3.4, that document, model or item (including all copies of or extracts therefrom) shall forthwith be delivered to the Customer who shall be deemed to be the owner thereof and accordingly entitled to retain the same.
- 46.4 The decision of the Customer on the question whether the Supplier has taken or is taking all reasonable steps as required by the foregoing provisions of this Clause 46.3 shall be final and conclusive.
- 46.5 If and when directed by the Customer, the Supplier shall furnish full particulars of all people who are at any time concerned with any secret matter.
- 46.6 If and when directed by the Customer, the Supplier shall secure that any person employed by it who is specified in the direction, or is one of a class of people

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who may be so specified, shall sign a statement that he understands that the Official Secrets Act, 1911 to 1989 and, where applicable, the Atomic Energy Act, 1946, apply to the person signing the statement both during the carrying out and after expiry or termination of a Contract.

- 46.6 If at any time either before or after the expiry or termination of this Contract it comes to the notice of the Supplier that any person acting without lawful authority is seeking or has sought to obtain information concerning this Contract or anything done or to be done in pursuance thereof, the matter shall be forthwith reported by the Supplier to the Customer and the report shall, in each case, be accompanied by a statement of the facts, including, if possible, the name, address and occupation of that person, and the Supplier shall be responsible for making all such arrangements as it may consider appropriate to ensure that if any such occurrence comes to the knowledge of any person employed by it, that person shall forthwith report the matter to the Supplier with a statement of the facts as aforesaid.
- 46.7 The Supplier shall place every person employed by it, other than a Sub contractor, who in its opinion has or will have such knowledge of any secret matter as to appreciate its significance, under a duty to the Supplier to observe the same obligations in relation to that matter as are imposed on the Supplier by Clauses 46.2 and 46.3, and shall, if directed by the Customer, place every person who is specified in the direction or is one of a class of people so specified, under the like duty in relation to any secret matter which may be specified in the direction, and shall at all times use its best endeavours to ensure that every person upon whom obligations are imposed by virtue of this Clause 46.7 observes the said obligations, and the Supplier shall give such instructions and information to every such person as may be necessary for that purpose, and shall, immediately upon becoming aware of any act or omission which is or would be a breach of the said obligations, report the facts to the Supplier with all necessary particulars.
- 46.8 The Supplier shall, if directed by the Customer, include in the Sub-Contract provisions in such terms as the Customer may consider appropriate for placing the Sub-Contractor under obligations in relation to secrecy and security corresponding to those placed on the Supplier by this Clause 46, but with such variations (if any) as the Customer may consider necessary. Further the Supplier shall:
- 46.8.1 give such notices, directions, requirements and decisions to its Sub-Contractors as may be necessary to bring the provisions relating to secrecy and security which are included in Sub-Contracts under this Clause 46.8 into operation in such cases and to such extent as the Customer may direct;
- 46.8.2 if there comes to its notice any breach by the Sub-Contractor of the obligations of secrecy and security included in their Sub-Contracts in pursuance of this Clause 46, notify such breach forthwith to the Customer; and
- 4.7.8.3 if and when so required by the Customer, exercise its power to determine the Sub-Contract under the provision in that Sub-Contract which corresponds to Clause 46.11.

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- 46.9 The Supplier shall give the Customer such information and particulars as the Customer may from time to time require for the purposes of satisfying the Customer that the obligations imposed by or under the foregoing provisions of this Clause 46 have been and are being observed and as to what the Supplier has done or is doing or proposes to do to secure the observance of those obligations and to prevent any breach thereof, and the Supplier shall secure that a representative of the Customer duly authorised in writing shall be entitled at reasonable times to enter and inspect any premises in which anything is being done or is to be done under this Contract or in which there is or will be any item to be supplied under this Contract, and also to inspect any document or item in any such premises or which is being made or used for the purposes of this Contract and that any such representative shall be given all such information as he may require on the occasion of, or arising out of, any such inspection.
- 46.10 Nothing in this Clause 46 shall prevent any person from giving any information or doing anything on any occasion when it is, by virtue of any enactment, the duty of that person to give that information or do that thing.
- 46.11 If the Customer shall consider that any of the following events has occurred:
- 46.11.1 that the Supplier has committed a breach of, or failed to comply with any of, the foregoing provisions of this Clause 46; or
 - 46.11.2 that the Supplier has committed a breach of any obligations in relation to secrecy or security imposed upon it by any other contract with the Customer, or with any department or person acting on behalf of the Crown; or
 - 46.11.3 that by reason of an act or omission on the part of the Supplier, or of a person employed by the Supplier, which does not constitute such a breach or failure as is mentioned in Clause 46.11.1, information about a secret matter has been or is likely to be acquired by a person who, in the opinion of the Customer, ought not to have such information,
- and shall also decide that the interests of the State require the termination of this Contract, the Customer may by notice in writing terminate this Contract forthwith.
- 46.12 A decision of the Customer to terminate this Contract in accordance with the provisions of Clause 46.11 shall be final and conclusive and it shall not be necessary for any notice of such termination to specify or refer in any way to the event or considerations upon which the Customer's decision is based.
- 46.13
- 46.13.1 The Supplier may within five (5) Working Days of the termination of this Contract in accordance with the provisions of Clause 46.11, give the Customer notice in writing requesting the Customer to state whether the event upon which the Customer's decision to terminate was based is an event mentioned in Clauses 46.11.1, 46.11.2 or 46.11.3 and to give particulars of that event; and

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46.13.2 the Customer shall within ten (10) Working Days of the receipt of such a request give notice in writing to the Supplier containing such a statement and particulars as are required by the request.

46.14

46.14.1 The termination of this Contract pursuant to Clause 46.11 shall be without prejudice to any rights of either party which shall have accrued before the date of such termination;

46.14.2 the Supplier shall be entitled to be paid for any work or thing done under this Contract and accepted but not paid for by the Customer at the date of such termination either at the price which would have been payable under this Contract if the Contract had not been terminated, or at a reasonable price;

46.14.3 the Customer may take over any work or thing done or made under this Contract (whether completed or not) and not accepted at the date of such termination which the Customer may by notice in writing to the Supplier given within thirty (30) Working Days from the time when the provisions of this Clause 46 shall have effect, elect to take over, and the Supplier shall be entitled to be paid for any work or thing so taken over a price which, having regard to the stage which that work or thing has reached and its condition at the time it is taken over, is reasonable. The Supplier shall in accordance with directions given by the Customer, deliver any work or thing taken over under this Clause 46.14.3, and take all such other steps as may be reasonably necessary to enable the Customer to have the full benefit of any work or thing taken over under this Clause 46.14.3; and

46.14.4 save as aforesaid, the Supplier shall not be entitled to any payment from the Customer after the termination of this Contract.

46.15 If, after notice of termination of this Contract pursuant to the provisions of Clause 46.11:

46.15.1 the Customer shall not within ten (10) Working Days of the receipt of a request from the Supplier, furnish such a statement and particulars as are detailed in Clause 46.13.1; or

46.15.2 the Customer shall state in the statement and particulars detailed in Clause 46.13.2 that the event upon which the Customer's decision to terminate this Contract was based is an event mentioned in Clause 46.11.3,

the respective rights and obligations of the Supplier and the Customer shall be terminated in accordance with the following provisions:

46.15.3 the Customer shall take over from the Supplier at a fair and reasonable price all unused and undamaged materials, bought-out parts and components and articles in course of manufacture in the possession of the Supplier upon the termination of this Contract under the provisions of Clause 46.11 and properly provided by or supplied to the Supplier for the performance of this Contract, except such materials,

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bought-out parts and components and articles in course of manufacture as the Supplier shall, with the concurrence of the Customer, elect to retain;

46.15.4 the Supplier shall prepare and deliver to the Customer within an agreed period or in default of agreement within such period as the Customer may specify, a list of all such unused and undamaged materials, bought-out parts and components and articles in course of manufacture liable to be taken over by or previously belonging to the Customer and shall deliver such materials and items in accordance with the directions of the Customer who shall pay to the Supplier fair and reasonable handling and delivery charges incurred in complying with such directions;

46.15.5 the Customer shall indemnify the Supplier against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Supplier in connection with this Contract to the extent to which the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Contract;

46.15.6 if hardship to the Supplier should arise from the operation of this Clause 46.15 it shall be open to the Supplier to refer the circumstances to the Customer who, on being satisfied that such hardship exists shall make such allowance, if any, as in its opinion is reasonable and the decision of the Customer on any matter arising out of this Clause 46.15.6 shall be final and conclusive; and

46.15.7 subject to the operation of Clauses 46.15.3, 46.15.4, 46.15.5, and 46.15.6, termination of this Contract shall be without prejudice to any rights of either party that may have accrued before the date of such termination.

[Guidance Note: If Clause 46 is used, ensure that the termination right under Clause 46.11 and Clause 46.15 is included in Clause 25 of the Contract.]

ACCESS TO MOD SITES

47. [Guidance Note: number given as example. Insert as next available Contract Clause number]

47.1 In this Clause 47:

47.1.1 "Site" shall include any of Her Majesty's Ships or Vessels and Service Stations.

47.1.2 "Officer in charge" shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments.

47.2 The Customer shall issue passes for those representatives of the Supplier who are approved for admission to the Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the

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property of the Customer and shall be surrendered on demand or on completion of the supply of the ordered Services.

- 47.3 The Supplier's representatives when employed within the boundaries of a Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of personnel at that Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
- 47.4 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a Site. Sleeping accommodation and messing facilities, if required, may be provided by the Customer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's personnel for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Customer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Customer with other evidence relating to the costs of this Contract.
- 47.5 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in this Contract. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Customer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 47.6 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.

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- 47.7 Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 47.8 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 47.9 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Customer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Customer shall be recovered from the Supplier.

[Guidance Note: If Clause 47 is used ensure that the term *Technical Branch* used in Clause 47.5 is defined in the Contract definitions]



Public Health
England

RECORDS RETENTION AND DISPOSAL SCHEDULE

(INTERIM VERSION PENDING FULL PHE COVERAGE)

TO BE USED IN CONJUNCTION WITH THE [PHE RECORDS MANAGEMENT GUIDANCE](#)

The following Public Health England records are covered by this Schedule:

HEALTH – research, epidemiology, lab-based, and healthcare functions

CORPORATE – all internal PHE administrative functions

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Authorised By: POLICY ADVISORY GROUP

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PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

GLOSSARY

CoSHH	Control of Substances Hazardous to Health
DH	Department of Health
DUCC	Destroy Under Confidential Conditions – see Section 19 of the PHE Records Management Guidance
FSRH	Faculty of Sexual and Reproductive Health (of the Royal College of Obstetricians and Gynaecologists)
HSE	Health and Safety Executive
ICO	Information Commissioner's Office
NOIDS	Notifications of Infectious Diseases
PHLS	Public Health Laboratory Service (now part of Public Health England)
PII	Patient Indentifiable Information (also known as Patient Confidential Data or PCD)
PQ	Parliamentary Question
QA	Quality Assurance
QC	Quality Control
RcPath	The Royal College of Pathologists
RIDDOR	Reporting of Injuries, Diseases and Dangerous Occurrences
TNA	The National Archives

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

RETENTION SCHEDULE – GUIDANCE FOR THE USER

- All retention periods relate to the PRIMARY (i.e. original) record only. A record may be in any format (electronic, paper, microfiche, X-Ray or other). Duplicates of a primary record should be destroyed *before* the end of any retention period.
- Retention periods are to be understood as the required time a record must be retained before its immediate destruction or transfer past this point. Records should not be kept beyond this point unless otherwise stated.
- Expired records that require lower standards of destruction will be marked as Destroy in the Final Action column.
- Records requiring secure destruction will be marked as DUCC (destroy under confidential conditions) in the Final Action column. It is the responsibility of the records' owner that record destruction meets security standards. Advice on DUCC requirements can be found in Section 19 of the [PHE Records Management Guidance](#).
- Records whose value indicates that they may require further custody past their stated retention period will be designated as FOR REVIEW in the Final Action column. Refer to section 16.2 of the [PHE Records Management Guidance](#) if consideration is being given to retaining a record past its review marker. Retention of records beyond stated periods is discouraged.
- Records of historical interest will be designated as PRESERVE PERMANENTLY in the Final Action column. These records must not be destroyed. The PHE Records Manager will manage transfer of such records to the appropriate Place of Deposit.
- Please be aware that contractual agreements with third parties may require PHE to retain records for periods of time. Such agreements are not PHE-wide and so are not included in this Schedule. You are advised to consider if contractual record retention requirements may apply to you, and if so to manage these records appropriately.

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Retention Period	Source	Derivation	Final Action
SECTION 1: HEALTHCARE RECORDS					Returns to Contents
H001	Children & Young People (all types of records relating to children and young people)	Retain until <ul style="list-style-type: none"> the patient's 25th birthday or 26th birthday if young person was 17 at conclusion of treatment or 8 years after death. 	Records Mgt: NHS Code of Practice Part 2, 2009 [DH]		DUCC
H001(a)	Clinical audit records	5 years	DH		DUCC
H002	Creutzfeldt-Jakob disease (CJD)	30 years from date of diagnosis, including deceased patients	DH	CJD Incidents panel	FOR REVIEW
H003	Emergency exercises	Top level - 30 years Civil - 10 years Defence sites - 5 years	PHE		FOR REVIEW
H004	Forensic Medicine records (including pathology, toxicology, haematology, dentistry, DNA testing, post-mortems forming part of the Coroner's report, and human tissue kept as part of the forensic record) <i>See also H008 Human Tissue records</i>	Retain for 30 years, except for: post-mortem records which form part of the Coroner's report, approval should be sought from the Coroner for a copy of the report to be incorporated in the patient's notes, which should then be kept in line with the speciality, and then reviewed.	DH	Human Tissue Act 2004	FOR REVIEW
H005	Genito Urinary Medicine (GUM) including sexual health records	Adults: 10 years from date of last entry. Records of deceased persons: 8 years after death Clients under 18: retain until <ul style="list-style-type: none"> their 25th birthday or for 10 years after last entry, whichever is the longer. 	DH	Clinical Standards Committee, FSRH	DUCC

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Retention Period	Source	Derivation	Final Action
H006	Healthcare records (not specified elsewhere in this schedule)	8 years after conclusion of treatment or death	PHE		DUCC
H007	Hospital acquired infection records	6 years	DH		DUCC
H008	Human tissue records (within the meaning of the Human Tissue Act 2004). <i>See also H004 Forensic Medicine</i>	Retain for 30 years, except for: post-mortem records which form part of the Coroner's report, approval should be sought from the Coroner for a copy of the report to be incorporated in the patient's notes, which should then be kept in line with the speciality, and then reviewed.	DH	Human Tissue Act 2004	Review
H009	Immunisation and vaccination records	For children and young people - retain until: <ul style="list-style-type: none"> the patient's 25th birthday or 26th birthday if the young person was 17 at conclusion of treatment All others retain for 10 years after conclusion of treatment	DH		DUCC
H010	Major incidents – records relating to major chemical, radiation or infection incidents	30 years	PHE		PRESERVE PERMANENTLY
H011	Occupational Health Records: Staff	3 years after termination of employment unless: <ul style="list-style-type: none"> litigation ensues (<i>see H015 and C014</i>) or there is an occupational exposure (<i>see H013</i>) 	DH		DUCC

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Retention Period	Source	Derivation	Final Action
H012	Occupational Health Records: Health records for classified persons under medical surveillance, including radiation dose records	50 years from the date of the last entry or age 75, whichever is the longer	DH	COSHH Regulations 2002 (reg 24(3)). Ionising Radiation Regulations 1999 (reg. 19 (3) (a))	DUCC
H013	Occupational Health Records: Occupational exposures – including <ul style="list-style-type: none"> those arising from incidents reportable under RIDDOR (see C057) personal exposure of an identifiable employee, monitoring record 	40 years from exposure date	DH	COSHH Regulations 2002 (reg 10(5))	FOR REVIEW
H013(a)	Occupational Health Records - Personnel health records under occupational surveillance	40 years from last entry on the record	DH	Ionising Radiation Regulations 1999 (reg. 11(3))	DUCC
H014	Out of hours records (medical cover)	If the only record, retain for 3 years.	PHE		DUCC
H015	Records/documents related to any litigation	As advised by the PHE legal advisor. All records to be reviewed, normally 10 years after the file is closed	DH		FOR REVIEW
H016	Records of destruction of individual health records (case-notes) and other health related records contained in this retention schedule (in manual or electronic format)	Permanent – to be transferred to The National Archives.	DH	British Standard ISO 15489 (section 9.10)	PRESERVE PERMANENTLY

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
SECTION 2: EPIDEMIOLOGY RECORDS					Returns to Contents
H017	British Nuclear Test Veterans Database	Permanent – to be transferred to The National Archives	PHE	AD137 folio 1 refers to this retention	PRESERVE PERMANENTLY
H018	Co Surv / CDR/ Lab-base	<ul style="list-style-type: none"> • Hardcopy: 1 year. • Electronic copy: remove PII after 12 months. • Anonymised data: retain for statistical or historical purposes as long as required, then destroy securely. • For Lab-based data: remove all PII after 2 years, archive in potentially linkable database, then delete entirely after further 3 years. 	PHE	Proposals from record retention sub-group of the PHLS Caldicott Guardians Committee	DUCC
H019	Notifications of Infectious Diseases (NOIDS)	<ul style="list-style-type: none"> • Hardcopy: 18 months. • Electronic copy: remove PII after 12 months. • Anonymised data: retain for statistical or historical purposes as long as required then destroy securely. 	PHE	Proposals from record retention sub-group of the PHLS Caldicott Guardians Committee.	DUCC
H020	Outbreak investigation questionnaires	<ul style="list-style-type: none"> • Hardcopy: 18 months. • Electronic copy: remove PII after 12 months. • Anonymised data: retain for statistical or historical purposes as long as required then destroy securely. 	PHE	Proposals from record retention sub-group of the PHLS Caldicott Guardians Committee	DUCC
H021	Outbreak/incident investigation reports (local outbreaks, incidents)	Retention period depends on whether children were involved in the outbreak: <ul style="list-style-type: none"> • If yes retain for 25 years. • If not retain for 8 years. 	PHE		DUCC
H022	National arrangements for incidents involving radioactivity (NAIR)	2 years unless significant exposures	PHE		DUCC
H023	Radiation workers – national register	Permanent – to be transferred to The National Archives	PHE	AD137 folio 1 refers to this retention	PRESERVE PERMANENTLY

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
SECTION 3: LABORATORY RECORDS					Returns to Contents
H024	Accreditation documents and records of inspections	10 years (or until superseded)	The Retention and Storage of Pathological Records and specimens (4th edition 2009) Guidance from RcPath		FOR REVIEW
H025	Batch records (for reagents produced 'in-house')	10 years	RcPath	DH document cites the Consumer Protection Act 1987	FOR REVIEW
H026	Day books and other records of specimens received by a laboratory	2 years from specimen receipt	RcPath		DUCC
H027(a)	Equipment maintenance logs, records of service inspections and instrument maintenance	Lifetime of instrument – minimum of 10 years	RcPath		FOR REVIEW
H027(b)	Electrical equipment maintenance: Portable Appliance Testing (PAT)	5 years	PHE	Electricity at Work Regulations Maintaining Portable and Transportable Electrical Equipment	Destroy
H027(c)	Electrical equipment maintenance: Visual Safety Checks	1 year	PHE	Electricity at Work Regulations Maintaining Portable and Transportable Electrical Equipment	Destroy
H027(d)	Equipment commissioning records	Lifetime of instrument – minimum of 10 years	PHE		Destroy
H027(e)	Equipment manuals	Lifetime of instrument	PHE		Destroy

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
H027(f)	Equipment monitoring forms e.g. <ul style="list-style-type: none"> Refrigerator (and freezer) temperature charts Airflow readings Balance weight performance charts 	1 year. For refrigerators the records must be retained for the life of any product stored in them, particularly vaccines.	DH/PHE [Note that the RcPath recommendation for 15 years relates to equipment in transfusion laboratories]		Destroy
H027(g)	Equipment calibration records	Minimum of 1 year following the calibration period	PHE		Destroy
H028	Records relevant to the production of diagnostic products or equipment	At least 10 years – comprehensive records relevant to procurement, use, modification and supply.	RcPath		FOR REVIEW
H029(a)	External QA records - subscribing laboratories or individuals	5 years – to ensure continuity of data available for laboratory accreditation purposes.	RcPath		DUCC
H029(b)	External QA providers - reports of participants' performance	5 years	RcPath		DUCC
H029(c)	External QA providers – <ul style="list-style-type: none"> participants' returns communications or complaints ethical approval and consent records for donated material QA and safety documentation relating to circulated materials, including virus testing, where relevant and homogeneity results from third party suppliers records of contractual agreements with commercial and NHS suppliers 	10 years	RcPath		DUCC

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
H030	Internal QC records, such as data collated into a QC graph and data collected during the production and validation of QC materials.	10 years	RcPath	Consumer Protection Act 1987	Destroy
H044	Internal Quality Assessment records	5 years	PHE		Destroy
H031	Lab file cards or other working records of test results for named patients	One year from specimen receipt if all results transcribed into a separately issued and stored formal report. Otherwise, they should be kept as for worksheets (below).	RcPath		DUCC
H032	Laboratory test request forms	It is prudent to keep request forms until the authorised report, or reports on investigations arising from it, have been received by the requester. As this time period may vary with local circumstances, we do not recommend a minimum retention time but believe that ordinarily request forms need not be kept for longer than <u>one month after the final checked report has been despatched</u> . For many uncomplicated requests retention for <u>one week</u> should suffice. Where the request form contains clinical information not readily accessible in the patient's notes but used in the interpretation of test data, the request form should be kept for <u>at least 30 years</u> . Similarly, where the request form is used to record working notes or as a worksheet, it should be retained as part of the laboratory record unless the information is transcribed to another source (e.g. a computer record).	RcPath		DUCC

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
H033	Laboratory report copies	Six months or as needed for operational purposes	RcPath		DUCC
H034	Point-of-care testing (POCT) results	POCT services should be provided and operated in accordance with recommendations from the Medical and Healthcare Products Regulatory Agency (MHRA) (DB 2002(03) Management and Use of IVD Point of Care Test Devices). They should therefore be operated under the guidance and control of a pathology laboratory. The guidelines on storage of specimens and records that apply to a pathology laboratory should also, in general, apply to the POCT service. Where no hard copy or electronic file is generated as output from POCT analyses, the results must be transcribed as a contemporaneous record into the patient's clinical notes.	RcPath		DUCC
H035	Records of telephoned or faxed reports	Note of the fact and date/time that a telephoned or faxed report has been issued should be added to the laboratory electronic record of the relevant report, or to hard copies, and kept for a <u>minimum of 5 years</u> . Where management advice is discussed in telephone calls, a summarised transcript should be <u>retained long term</u> , as for the retention of other correspondence. Clinical information or management advice provided by fax, in addition to pure transmission of a report, should also be kept as correspondence filed in the patient's notes and/or stored with a laboratory copy of the specimen request/report form for <u>30 years</u> .	RcPath		DUCC

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
H036	Refrigerator (and freezer) temperature charts <i>See also H027(f)</i>	1 year. Records are to be retained for the life of any product stored in them, particularly vaccines.	DH [Note that the RcPath recommendation for 15 years relates to equipment in transfusion laboratories]		Destroy
H037	Standard Operating Procedures (current and superseded versions)	30 years. Both current and outdated protocols should be dated and kept in a catalogued, accessible format.	RcPath		FOR REVIEW
H038	Worksheets	Keep for the same length of time as related permanent or semi-permanent specimens or preparations that they refer to. For temporary specimens (such as serum, body fluid and faecal specimens) that are not suitable for re-testing, keep at least until the final report has been authorised.	RcPath		DUCC
H042	Quality records <ul style="list-style-type: none"> Quality manuals Non-conformance records 	<ul style="list-style-type: none"> Quality manuals: retain for 5 years Non-conformance records: 10 years as for adverse incidents 	PHE		Destroy
H043	Audit records <ul style="list-style-type: none"> safety quality clinical (<i>see H001b</i>) 	5 years	DH (for clinical audit)/PHE		Destroy

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
SECTION 4: HEALTH RESEARCH RECORDS					Returns to Contents
H039	Clinical Trials - Records of patients involved in clinical trials, and including volunteer trials and clinical trial data on medicines	15 years after conclusion of treatment or trial, unless this involved exposure to hazardous substance, when see occupational exposures (above)	RcPath		Review
H040	Research records (1)	Confidential named patient data collected in the course of an investigation and held separately from patients' records should be destroyed or anonymised <u>six months</u> after the research has been completed, the data have been analysed and final publication of the findings has been made. If further recourse to identifiable information is anticipated, it should be kept for as long as such a need may exist, if this is permissible under the Data Protection Act (1998); advice should be sought	RcPath		Review
H041	Research records (2)	Working records and other research data should be retained for at least <u>10 years</u> to rebut allegations of scientific fraud but, wherever possible, these records should not include patient-identifiable data unless consent for such retention has been obtained.	RcPath		Review

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
SECTION 5: CORPORATE RECORDS					Returns to Contents
C001	Advance Letters (e.g .DH guidance)	6 years	DH		DUCC
C002	Adverse incidents and related documents such as investigation reports and confidential records (including IGI reports)	10 years	DH		DUCC
C003	Advice to Government and international bodies (e.g. World Health Organisation, IEAE)	30 years	DH		PRESERVE PERMANENTLY
C004	Agendas, minutes and meeting papers of Board Meetings, Board committees and sub-committees (Master Copies including associated papers)	Board records: Permanent (Transfer to The National Archives). Other Board committees: 30 years.	DH	TNA OSP 35 Board & Committee papers (nyp Jan 2006) "agenda, minutes, papers & reports of all Boards and Committees which report formally to a minister, must be selected for permanent preservation" OSP35 3.6/3.10	PRESERVE PERMANENTLY
C005	Agendas, minutes and meeting papers of other meetings	2 years	DH		Destroy
C006	Annual reports/Corporate Reports (master copies)	3 years [Annual reports to be deposited with copyright libraries]	DH		PRESERVE PERMANENTLY
C007	Buildings and engineering works, including major projects abandoned or deferred - key records	30 years	DH	TNA Retention Scheduling 1 Buildings records	PRESERVE PERMANENTLY

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
C008(a)	PHE business plans and associated risk registers	20 years	DH		Destroy
C008(b)	Other risk registers (e.g. project, programme, department)	3 years after replacement with new register	PHE		Destroy
C008(c)	Business continuity plans	3 years after replacement with new plan	PHE		Destroy
C009	Closed Circuit Television (CCTV) images	31 days	ICO	Information Commissioner's Code of Conduct	Erase permanently
C010	Complaints from service users, customers, patients or members of the public	8 years from completion of action	DH		DUCC
C010(a)	Customer survey reports	2 years	PHE		DUCC
C011	Diaries (office)	1 year	DH		DUCC
C012	Freedom of information requests	3 years after full disclosure; 10 years if information is redacted or the information requested is not disclosed	DH		DUCC
C013	Indices (records management) - file lists and document lists	30 years	DH		DUCC
C014	Litigation – records/documents related to any form of litigation	Where a legal action has commenced, keep as advised by legal representatives	DH		DUCC
C015	Major incidents – records relating to major chemical, radiation or infection incidents	30 years	PHE		PRESERVE PERMANENTLY
C016	Manuals - policy and procedure (administrative, health, strategy documents)	10 years after life of system (or if superseded) to which the policies or procedures refer	DH		DUCC (NB: policy documents may have archival value)

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
C017	Mortgage documents (acquisition, transfer, disposal)	6 years after repayment	DH		FOR REVIEW (NB: some may have archival value)
C018	<p>Papers of minor or short-lived importance not covered elsewhere e.g.</p> <ul style="list-style-type: none"> • advertising matter • covering letters • reminders • letters making appointments • anonymous or unintelligible letters • drafts • duplicates of documents known to be preserved elsewhere • indices and registers compiled for temporary purposes • routine reports • punched cards • other documents which have ceased to be of value on settlement of the matter involved, e.g. business customer enquiries that have not developed further 	2 years after settlement of the matter to which they relate	DH		DUCC
C019	Parliamentary/ Assembly questions. MP enquiries	10 years	PHE		PQ responses published in Hansard.

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
C020	Patient information leaflets (master copies)	6 years after the leaflet has been superseded	DH		FOR REVIEW (NB: some may have archival value)
C022	Press cuttings	1 year	DH		Destroy
C023	Project files (over £100K) on termination, including abandoned or deferred projects	6 years	DH		DUCC
C024	Project files (under £100K) on termination, including abandoned or deferred projects	2 years	DH		DUCC
C025	Publications & communications	Publications must be deposited with UK copyright libraries		Copyright, Designs & Patents Act 1988. TNA OSP27 Selection of Websites	Deposit with appropriate archive
C026	Records documenting the archiving, transfer to public records archives, or destruction of records	30 years	DH		FOR REVIEW
C027	Reports (major)	30 years If Published – deposit in copyright libraries	DH		FOR REVIEW
C028	Specifications (e.g. equipment and services)	6 years	DH	Limitation Act 1980	DUCC

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
SECTION 6: FINANCE					Returns to Contents
C029	Annual Report and Accounts (One set only)	30 years	DH		DUCC
C030	Accounts – Minor records (e.g. pass books; paying-in slips; cheque counterfoils; cancelled/discharged cheques [other than cheques bearing printed receipts – see receipts]; accounts of petty cash expenditure; travelling and subsistence accounts; minor vouchers; duplicate receipt books; income records; laundry lists/receipts)	2 years from completion of audit	DH		DUCC
C031	Advice Notes (payments)	1.5 years	DH		DUCC
C034	Bank statements	2 years from completion of audit	DH		DUCC
C035	Banks Automated Clearing System (BACS) records	6 years after year end	DH		DUCC
C036	Bills, receipts and cleared cheques	6 years	DH		DUCC
C037	Budgets (including working papers, reports, virements and journals)	2 years from completion of audit	DH		DUCC
C038	Creditor Payments	3 years after end of financial year to which they relate	DH		DUCC
C039	Debtors' records – cleared	2 years from completion of audit	DH		DUCC
C040	Debtors' records – uncleared	6 years from completion of audit	DH		DUCC

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
C041(a)	Demand Notes	6 years after end of financial year to which they relate	DH		DUCC
C042	Estimates: including supporting calculations and statistics	3 years after end of the financial year to which they relate	DH		DUCC
C043	Expense Claims Including travel & subsistence claims, and claims & authorisations	5 years after end of financial year to which they relate	DH		DUCC
C044	Excess Fares	2 years after end of financial year to which they relate	DH		DUCC
C045	Superannuation accounts and registers	10 years	DH		DUCC
C046	Invoices	6 years after end of financial year to which they relate	DH	The Limitation Act 1980	DUCC
C047	Receipts	6 years after end of financial year to which they relate	DH	The Limitation Act 1980	DUCC
C048	Wages/Salary Records	10 years after termination of employment.	DH		DUCC

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
SECTION 7: HEALTH & SAFETY					Returns to Contents
C049	Accident Book (form BI 510) or local accident forms	3 years	HSE	Social Security (Claims and Payments) Regulations 1979	DUCC
C050	Accident investigation reports	40 years	HSE		DUCC
C051	Examination and testing of control equipment and repairs carried out as a result	5 years	HSE	CoSHH Regulations 2002 Reg 9 – maintenance, examination and testing of control measures	DUCC
C052	Exposure to hazardous substance in the workplace for a) personal exposure of an identifiable employee; or b) in any other case	A suitable record of monitoring must be maintained and kept available: a) where the record is representative of the personal exposures of identifiable employees, for at least 40 years; b) in any other case, for at least 5 years from the date of the last entry made in it.	HSE	CoSHH Regulations 2002 Reg 10 – monitoring exposure at the workplace	DUCC
C053(a)	Exposure to hazardous substance in the workplace – record of employees working with hazard group 3 and 4 biological agents	40 years after last exposure	HSE	CoSHH Regulations 2002 - Schedule 3 Part 1	DUCC
C053(b)	COSHH and other risk assessments	40 years after last exposure	HSE	CoSHH Regulations 2002 - Reg 6 Assessment of risk to health created by work involving substances hazardous to health	DUCC

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
C054(a)	General safety documentation (e.g. superceded versions of safety manuals, permit to work, decontamination certificate)	3 years	PHE		Destroy
C054(b)	Waste transfer notes (internal and external) - Note that internal WTNs do not provide any traceability once they have served their immediate purpose.	Internal 2 months; External 3 years	HSE		Destroy
C055	Health surveillance – including medical reports – of employees who are, or are liable to be, exposed to a substance hazardous to health	40 years from date of last entry	HSE	CoSHH Regulations 2002 Reg 11 – health surveillance	DUCC
C056	Premises – General Register (Form F31, recording details relating to the factory, such as name and address of occupier, nature of work, fire certificate, etc.)	2 years after date of last entry	HSE	Factories Act General Register Order 1973	Destroy
C057	Reportable injuries, diseases and dangerous occurrences (RIDDOR) reports (NB: Note the H013 requirement for RIDDORs that result in an Occupational Exposure)	3 years (Note that the retention time for RIDDORs that result in an occupational exposure for staff is 40 years – see H013)	HSE	Reporting of Injuries, Dangerous Occurrences Regulations 1995	DUCC

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
C058	Radiation records a) health records b) examination of respiratory protective equipment	a) 50 years from date of last entry b) 2 years	HSE	The Ionising Radiations Regulations 1985	DUCC
C059	Radiation records – passbook	5 years after final use	HSE	The Ionising Radiations (Outside Workers) Regulations 1993	DUCC
C060	Special Waste – Consignment note	3 years	HSE	Special Waste Regulations 1996	Destroy
C061	Waste disposals – toxic, hazardous, radioactive materials	Period specified in Radioactive Substances Act licence	HSE	Special Waste Regulations 1996; Radioactive Substances Act 1990; Environmental Radioactive Substances Act 1990	DUCC
H027(b)	Electrical equipment maintenance: Portable Appliance Testing (PAT)	5 years	HSE	Electricity at Work Regulations Maintaining Portable and Transportable Electrical Equipment	Destroy
H027(c)	Electrical equipment maintenance: Visual Safety Checks	1 year	HSE	Electricity at Work Regulations Maintaining Portable and Transportable Electrical Equipment	Destroy

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
SECTION 8: INFORMATION TECHNOLOGY					Returns to Contents
C062	Documentation relating to computer programmes written in-house. Note: If the software is used for significant analysis, sufficient needs to be kept to demonstrate validity & correct functioning, applicability	Lifetime of software plus 6 years	PHE		FOR REVIEW
C063	Software licences	Lifetime of software plus 6 years	PHE		FOR REVIEW

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
SECTION 9: HUMAN RESOURCES					Returns to Contents
C064	Job Advertisements	1 year	DH		Destroy
C065	Job Applications a) successful b) unsuccessful	a) 3 years following termination of employment b) 1 year	DH		DUCC
C066	Job Descriptions	3 years			Destroy
C067	Leavers Dossiers	6 years after individual has left. Summary to be retained until individual's 70th birthday, or until 6 years after cessation of employment if aged over 70 at the time. The summary should contain everything except attendance books, annual leave records, duty rosters, clock cards, timesheets, study leave applications, training plans.	DH	The 6 year retention period is to take into account any Employment Tribunal claims, or EL claims that may arise after the employee leaves (NHS) employment, requests for information from the NHS Pensions Agency etc. Claims of this nature can include periods of up to 6 years or more prior to the claim and where evidence could be needed from a number of sources, it is appropriate to retain as much as possible from the original file.	DUCC
C068	Letters of appointment	6 years after employment has terminated or 70th birthday, whichever is later	DH		DUCC
C069	Pension forms (all)	7 years	DH	HMRC Technical Pension notes for registered pension schemes under regulation 18 of S12006/567 - RPSM12300020 - Scheme Administrator Information Requirements and Administration for General Retention of Records	DUCC

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
C070	Personnel/Human Resources records – major (e.g. personal files, letters of appointment, contracts, job description, references and related correspondence, registration authority forms, training/competency records, induction forms, equal opportunity monitoring forms (if retained). <i>Note that HR is the primary record holder, not the individual department where staff may work.</i>	6 years after individual leaves service at which time a summary of the file must be kept until the individual's 70th birthday. Summary to be retained until the individual's 70th birthday or until 6 years after the cessation of employment if aged over 70 at the time. The summary should contain everything except attendance books, annual leave records, duty rosters, clock cards, timesheets, study leave applications, training plans	DH	The 6 year retention period is to take into account any ET claims, or EL claims that may arise after the employee leaves (NHS) employment, requests for information from the NHS Pensions Agency etc. Claims of this nature can include periods of up to 6 years or more prior to the claim and where evidence could be needed from a number of sources, it is appropriate to retain as much as possible from the original file.	FOR REVIEW
C071	Personnel/Human Resources records – minor (e.g. attendance books, annual leave records, duty rosters (i.e. duty rosters held on the individual's record not the organisation or departmental rosters), clock cards, timesheets (relating to individual staff members), visitors records.)	2 years after the year to which they relate	DH		DUCC
C072	Current address, bank details	6 years from end of service	DH	TNA RS 2	DUCC
C073	Working Time Directive opt out forms	3 years after opt out rescinded or ceased to apply	DH	TNA RS 2	DUCC
C074	Annual staff assessment reports	5 years (but retain last 5 years' service until 70th birthday)	DH	TNA RS 2	DUCC
C076	Unpaid leave, maternity leave	Until 70th birthday	DH	TNA RS 2	DUCC

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
C077	Statutory maternity pay documentation	6 years	DH	TNA RS 2	DUCC
C078	Other maternity pay documentation	18 months	DH	TNA RS 2	DUCC
C079	Annual leave	2 years	DH	TNA RS 2	DUCC
C080	Internal job applications, promotion board reviews etc	1 year	DH	TNA RS 2	DUCC
C081	Pension estimates and awards, Death benefit nomination & revocation forms	Until 70th birthday	DH	TNA RS 2	DUCC
C082	Personal payroll history, inc record of pay and performance payments, pay for leave not taken, reduced or docked pay and other taxable allowances	Until 70th birthday	DH	TNA RS 2	DUCC
C083	Death certificates, marriage and decree absolutes	Return original to provider, retain copy until 70th birthday	DH	TNA RS 2	DUCC
C084	Health declaration, referrals, medical reports & papers relating to any injury	Until 70th birthday	DH		DUCC
C085	Medical reports of those exposed to a substance hazardous to health (other than ionising radiations)	40 years from last entry	DH	COSHH	DUCC
C086	Medical reports of those exposed ionising radiations	50 years from last entry	DH	IRR	DUCC
C087	Study Leave Applications	5 years	DH		DUCC
C088	Training course materials and supporting information.	5 years	DH		DUCC

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
SECTION 10: PURCHASING AND SUPPLIES					Returns to Contents
C089	Approval files (contracts)	6 years after end of the year the contract expired	DH		DUCC
C090	Approved suppliers lists	11 years	DH	Consumer Protection Act 1987	DUCC
C091	Delivery Notes	2 years after end of financial year to which they relate	DH		DUCC
C092	Stock Control Reports	18 months	DH		DUCC
C093	Stores records – major (e.g. stores ledgers)	6 years	DH		DUCC
C094	Stores Records – minor (requisitions, issue notes, transfer vouchers, goods received books etc.)	18 months	DH		DUCC
C095	Supplies records – minor (e.g. invitations to tender and inadmissible tenders, routine papers relating to catering and demands for furniture, equipment, stationery and other supplies.)	18 months	DH		DUCC
C096	Tenders (successful)	Tender period plus 6 year limitation period	DH	Limitation Act 1980	DUCC
C097	Tenders (unsuccessful)	6 years	DH	Limitation Act 1980	DUCC

PHE RECORDS RETENTION AND DISPOSAL SCHEDULE

No.	Type Of Record	Minimum Retention Period	Source	Derivation	Final Action
SECTION 11: SECURITY					Returns to Contents
C107	Staff security records required for National Security Vetting Clearance	a) 5 years after the individual has retired at the <u>normal</u> retirement age b) 10 years after the individual has retired or left <u>before</u> the normal retirement age, but not exceeding a period of 5 years after the normal retirement age. c) 1 year after the individual's death	PHE		DUCC



Public Health
England

Records Management Policy

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**National Executive Member responsible for this policy:
Chief Knowledge Officer**

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Records Management Policy

1. INTRODUCTION

- 1.1 The objectives of this Policy are to:
- (a) set out the framework for records management within Public Health England (PHE)
 - (b) make clear to all PHE staff their roles and responsibilities when creating and managing records
 - (c) ensure that records management practices meet PHE's operational and business needs, legislative and statutory requirements and stakeholder expectations.
- 1.2 A record is defined as "information created, received and maintained as evidence and information by an organisation or person, in pursuance of legal obligations or in the transaction of business"¹.
- 1.3 A *clinical* record is defined as any record containing non-anonymised/pseudonomised personal and confidential data (PCD) on an individual's or group of individual's medical history. Clinical records may be found within healthcare, epidemiological, laboratory and health research record types in PHE.
- 1.4 A *corporate* record is defined as a record relating to organisational business. Corporate records may contain clinical information only where use of PCD has been anonymised and approved for release.
- 1.5 A detailed list of major record types in PHE and their respective retention periods are specified in the [PHE Records Retention and Disposal Schedule](#).

2. POLICY STATEMENT

- 2.1 Records constitute the organisation's corporate memory. It is essential that PHE creates, maintains and preserves adequate records of its activities.
- 2.2 Management of these records is required to protect and preserve them as evidence of actions, to support future activities and business decisions, and to ensure accountability to present and future customers and stakeholders.
- 2.3 PHE will comply with legal obligations on records management, including the selection, preparation and transfer of records of public interest to The National Archives (TNA) as required under the Public Records Act 1958.

¹ Definition from BS ISO 15489-1 (2001) Records Management – Part 1: General.

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- 2.4 Ownership of records created and maintained by staff belongs to PHE and remain PHE property at all times. The creator of a record is its 'owner' only insofar as they are directly responsible for its proper management in PHE.
- 2.5 Failure to manage records in a proper manner can severely damage the reputation of PHE. Adherence to this Policy will mitigate this corporate risk.

3. ROLES AND RESPONSIBILITIES

- 3.1 The Chief Executive of PHE has overall responsibility for ensuring that this Policy is effectively implemented and reviewed.
- 3.2 The Chief Knowledge Officer (CKO) is responsible for co-ordinating records management in PHE and for overseeing the identification of key corporate records and provision of guidance and advice on their proper management and retention.
- 3.3 National Executive Directors are responsible for ensuring that this Policy is implemented in their directorates and for nominating departmental representatives who shall liaise with the Head of Information Governance on management of records.
- 3.4 The Head of Information Governance is responsible for:
 - (a) acting as the formal Departmental Records Officer² (DRO) for PHE
 - (b) delivering a records management policy framework for PHE
 - (c) provision of the records management advice and training service to PHE staff
 - (d) monitoring, measuring and reporting on compliance with record management policy and standards
 - (e) ensuring that business continuity planning is supported through identification and management of vital records.
- 3.5 The Head of Security and Sustainability is responsible for the records management of all protectively-marked records at SECRET and above, including the selection, preparation and transfer of appropriate PHE-owned records to TNA.

² The DRO role is required under the Public Records Act 1958 and is responsible for the management of all organisation records from creation to disposal, including transfer of records of public interest to The National Archives.

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- 3.6 Human Resources are to ensure that records management responsibilities are written by into all accountable individuals' job descriptions and PHE contracts of employment.
- 3.7 Line managers are responsible for ensuring that all staff under their supervision comply with this policy.
- 3.8 All staff (permanent, temporary, fixed term and contractors) are responsible for:
 - (a) ensuring that they keep appropriate records of their work in PHE (as per the definition of a record in sections 1.2 to 1.4)
 - (b) being the responsible 'owner' of each record they create
 - (c) ensuring that records are managed in line with this Policy and with the framework noted in section 5
 - (d) ensuring that records are retained, reviewed and disposed of as per the [PHE Records Retention and Disposal Schedule](#)
 - (e) ensuring that records are easily retrievable by themselves and others (subject to access controls and [Protective Marking Scheme](#) rules)
 - (f) ensuring that a record is kept of any PHE record they destroy.

4. SCOPE

- 4.1 This Policy applies to all PHE records regardless of format or location, including clinical and corporate records, and to PHE records held within external organisations (e.g. hospital trusts). Formats include (but are not limited to) e-mail, electronic, paper, audio-visual, x-ray and microfiche.
- 4.2 Not all information constitutes a record, e.g. information from other bodies, documents of very short-term or ephemeral value, and personal files of no relevance to PHE business are not records and are not covered by the Policy.
- 4.3 This Policy should be used in conjunction with the Records Management Guidance and with associated PHE policies noted in Section 8 below.

5. RECORDS MANAGEMENT DEPENDANCIES AND FRAMEWORK

- 5.1 The PHE National Executive will collectively ensure implementation of the necessary records management procedures and systems framework which manage the following processes:
 - (a) the creation and capture of records
 - (b) the storage of records

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- (c) the protection of record integrity and authenticity
- (d) the security of records
- (e) access to and confidentiality of records
- (f) the disposal of records.

5.2 In all of these processes, all PHE staff must ensure that records are:

- (a) **Authentic** – an authentic record is one that can be proven to be what it purports to be, to have been created or sent by the person purported to have created or sent it, and to have been created and sent at the time purported
- (b) **Accurate** – records must be a full and accurate representation of the transactions that they document
- (c) **Accessible** – records must be available and accessible when required by staff members unless access or security controls apply
- (d) **Complete** – records must have the content, context and structure required to allow the reconstruction of the activities and transactions that they document
- (e) **Comprehensive** – records must document the complete range of the Agency's business
- (f) **Compliant** – records must comply with any record keeping legal and regulatory requirements
- (g) **Secure** – records must be maintained in a safe and secure environment to prevent unauthorised access, alteration, damage or removal.

6. EXTERNAL LEGISLATION AND RELATED STANDARDS

6.1 The following summarises legislation and key standards that define records management standards and requirements that PHE must comply with:

- (a) Access to Medical Records Act 1991
- (b) Computer Misuse Act 1990
- (c) Copyright, Designs and Patents Act 1988
- (d) Data Protection Act 1998
- (e) Freedom of Information Act 2000 (FOIA)

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- (f) Health and Social Care Act 2008 (Regulated Activities) Regulations 2010 – Section 20 obligates that accurate records be kept of:
 - (i) care delivered to a service user
 - (ii) records relating to management of such care and persons employed for this purpose
- (g) Human Rights Act 1998
- (h) [Public Records Acts 1958 and 1967](#)
- (i) Audit Commission, Setting the Record Straight, 1995
- (j) BS ISO 15489:2001 (Records Management)
- (k) Caldicott Report: Report on the Review of Patient-Identifiable Information December 1997
- (l) Caldicott Review: information governance in the health and care system ('Caldicott 2') April 2013.
- (m) [Information Commissioner's Office \(ICO\) Codes of Practice](#)
- (n) [Information Security Management: NHS Code of Practice](#)
- (o) [HMG Security Policy Framework](#)
- (p) [NHS Confidentiality Code of Practice](#) (November 2003)
- (q) [Records Management: NHS Code of Practice Parts 1 and 2](#)
- (r) [Section 46 FOIA – the Lord Chancellor's Code of Practice on Records Management](#)

7. ASSURANCE

- 7.1 PHE will measure and monitor organisational performance and gain and provide assurance of compliance with this policy from the PHE Integrated Governance Information (IGI) system, the PHE Information Asset Register, by reviewing risk registers, by internal audits and by using the NHS Information Governance Toolkit.
- 7.2 The PHE governance bodies with oversight and responsibility for this policy are:
 - (a) the Information Governance Group, which reports to
 - (b) the Management Committee and
 - (c) Audit and Risk Committee.

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8. NON-COMPLIANCE

- 8.1 Compliance with this Policy is a contractual requirement of all PHE employees as per the terms and conditions of their employment contract.
- 8.2 Employee's failure to comply with this Policy (as amended from time to time) may lead to disciplinary action being taken against them, up to and including dismissal.
- 8.3 Incidents where the Data Protection Act 1998 has been breached (or other relevant legislation) may also result in criminal prosecution. Refer to the Data Protection Policy for details.

9. RELATED POLICIES

- 9.1 This Policy should be implemented in conjunction with the following:
 - (a) Cabinet Office "Government Security Classifications"
 - (b) PHE [Adverse Incident and Serious Untoward Incident Policy and Procedures](#)
 - (c) PHE Data Protection Policy
 - (d) PHE Information Governance Policy
 - (e) PHE [Information Risk Management Policy](#)
 - (f) PHE Information Security Policy
 - (g) PHE Public Accountability Policy



Public Health
England

Record Management Policy

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Information Governance Manager (Record Management)

Responsible Director: Director of Health Improvement

Reviewed by: Information Governance Group
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Approved by: Corporate Policy Group

1. INTRODUCTION

- 1.1 This Policy sets out the Public Health England (PHE) commitment to comply with legislation, codes of practice and best practice guidance on record management in support of the effective and efficient fulfilment of its remit from the Secretary of State for Health to protect and improve the nation's health.
- 1.2 This Policy is supported by a suite of guidance documents and training materials that collectively comprise the PHE record management policy framework.
- 1.3 The objectives of this policy framework are to set out:
 - a) the PHE commitment to developing and implementing processes to ensure its records are authentic, accurate, accessible, complete, comprehensive, compliant, and secure
 - b) the organisational roles and responsibilities for record management
 - c) the operational guidance and training provided to support effective and efficient record management across the PHE Directorates.
- 1.4 Records are a vital corporate resource. They represent the 'organisational memory' of PHE and are essential to the operation of the public health services it provides.
- 1.5 A record is defined as "information created, received and maintained as evidence and information by an organisation or person, in pursuance of legal obligations or in the transaction of business"¹. Records can exist in any format.
- 1.6 The records created and used by health and care organisations are commonly categorised as 'clinical' and 'corporate' in nature. In the context of PHE:
 - a) A **public health clinical or scientific record** is any record containing information about the health status, risks to health or provision of treatment and care to individuals or populations, or a record containing other public health measurements or test information. These records can be in personally identifiable, depersonalised or anonymous forms.
 - b) A **corporate record** is a record relating to the way PHE provides its services; examples include corporate governance (eg. Board and other important governance group meetings, strategies, policies), publications (eg. reports, websites), finance (eg. accounts, contracts), and staff (eg. employment, training) records.
- 1.7 Public records are records created by public bodies such as PHE in the course of fulfilling its remit to protect and improve public health, and reduce health inequalities.

¹ ISO 15489:2016 Records management

2. POLICY STATEMENTS

- 2.1 PHE will comply with the requirements of the Public Records Act and The National Archives Record Management Code of Practice.
- 2.2 PHE will pay regard to the Information Governance Alliance Record Management Code of Practice for Health and Social Care 2016 and to other relevant national and international record management standards and best practice guidance.
- 2.3 All PHE Directorates will implement processes to effectively and efficiently manage the records they create and use. These processes must ensure the confidentiality, integrity and availability of PHE records across the whole of the record lifecycle from creation, use, retention and appraisal through to disposal.
- 2.4 PHE will comply with Cabinet Office guidance on the Government Security Classifications in the management of its records.
- 2.5 PHE will comply with the Public Records Act duty to transfer its public records, and those of the PHE sender organisations, that are of historic interest to The National Archives in accordance with the 20 year rule.
- 2.6 Ownership of the records created and used by all PHE staff and contractors belongs to PHE. All PHE records remain the property of PHE at all times.

3. ROLES AND RESPONSIBILITIES

- 3.1 The Chief Executive has overall responsibility for the implementation of this Policy.
- 3.2 The Senior Information Risk Owner (SIRO) is responsible for the development of the PHE record management policy framework.
- 3.3 The National Directors are responsible for ensuring that processes to effectively and efficiently manage the records they create and use are implemented in their Directorate. These processes must ensure the confidentiality, integrity and availability of these records across the whole of the record lifecycle from creation, use, retention and appraisal through to disposal.
- 3.4 All System Owners are responsible for ensuring that processes are implemented to effectively and efficiently manage the records processed by the information assets they are responsible for.
- 3.5 The Head of Information Governance is responsible for:
 - a) acting as the Departmental Records Officer (DRO)²
 - b) supporting the SIRO in the development of the PHE record management policy framework
 - c) providing record management guidance, training and support to the PHE Directorates and staff

² The DRO is responsible for leading PHE compliance with the requirements of the Public Records Act.

- d) assessing and reporting on compliance with the PHE record management policy framework
 - e) overseeing the transfer of PHE public records of historic interest to The National Archives in accordance with the 20 year rule.
- 3.6 The PHE Head of Security and Sustainability is responsible for the secure management of all records marked as SECRET and above under the Government Security Classification.
- 3.7 All line managers are responsible for ensuring that their staff comply with this Policy and the requirements of the PHE record management policy framework.
- 3.8 All staff (permanent, temporary, fixed term and contractors) are responsible for:
 - a) managing the records they create and use in accordance with this Policy and the requirements of the PHE record management policy framework
 - b) managing the records they create and use in accordance with the record management processes in their Directorate.

4. SCOPE

- 4.1 This Policy applies to all PHE clinical and scientific records and corporate records regardless of format or location. This includes records in digital and hard copy forms.
- 4.2 Information that is not a PHE record is not covered by this Policy. Not all the information created and used by PHE constitutes a PHE record. Documents of very short-term or ephemeral value and the personal files of staff that are of no relevance to PHE business are examples of information that is not a record and so not covered by this Policy.
- 4.3 Copies of PHE records are not covered by this Policy. Record copies tend to have short-term or ephemeral value and do not have to be managed in accordance with the same lifecycle requirements as the original. However, all PHE record copies must retain the Government Security Classifications of the original for the duration of their life.

5. ASSURANCE

- 5.1 The PHE Management Committee and Audit & Risk Committee is responsible for oversight of compliance with this Policy and the associated record management policy framework.
- 5.2 The PHE Information Governance Group, which reports to the Management Committee through the SIRO, is responsible for advising on the implementation of this Policy and the PHE record management policy framework.

6. NON-COMPLIANCE

- 6.1 Compliance with this Policy is a contractual requirement of all PHE staff as set out in the terms and conditions of their contract of employment.

- 6.2 Failure to comply with this Policy may lead to disciplinary action being taken, up to and including dismissal.
- 6.3 Record management incidents resulting in a breach of data protection legislation may result in criminal prosecution.

7. RELATED PHE POLICIES

- 7.1 This Policy should be read in conjunction with the following:
 - a) Information Governance Policy
 - b) Information Risk Management Policy
 - c) Data Protection Policy
 - d) Information Security Policy
 - e) Adverse Incident and Serious Untoward Incident Policy and Procedures
 - f) Government Security Classifications Guidance.

8. EXTERNAL LEGISLATION AND RELATED STANDARDS

- 8.1 This Policy has been developed in accordance with the following key legislation and standards:
 - a) [Public Records Act](#)
 - b) [General Data Protection Regulation](#)
 - c) [Freedom of Information Act](#)
 - d) [The National Archives Records Management Code of Practice](#)
 - e) [Information Governance Alliance Records Management Code of Practice for Health and Social Care](#)
 - f) [International Standards Organisation 15489:2016 Information and documentation - Records management.](#)

What is Freedom of Information?

Freedom of Information, also called statutory information access legislation, gives the public the right to access information that is held by public authorities including PHE.

What are PHE's obligations under statutory information access legislation?

PHE's guide to information (publication scheme) makes information available to the public, in most cases via our website.

PHE is obliged to respond to all requests for information that are covered by statutory information access legislation.

How do I recognise a statutory information access request?

All requests for information that mention FOI, DPA or EIR should be sent to PHE's FOI Team. This includes requests sent directly to you or referred to you by another organisation.

Some requests are handled in the same way although they do not mention the FOI, DPA or EIR. If in doubt contact the FOI Team for advice. Handling requests centrally provides a clear information access route.

This document is available in other formats on request.
Please call: 020 8327 7018
or email: publications@phe.gov.uk

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Public Health
England

Freedom of Information

Staff Guide



Freedom of Information

Members of the public and organisations have legal rights to access information held by Public Health England (PHE). The FOI Team manages all requests to PHE made under:

- Freedom of Information Act (FOI)
- Section 7 of the Data Protection Act (DPA)
- Environmental Information Regulations (EIR)

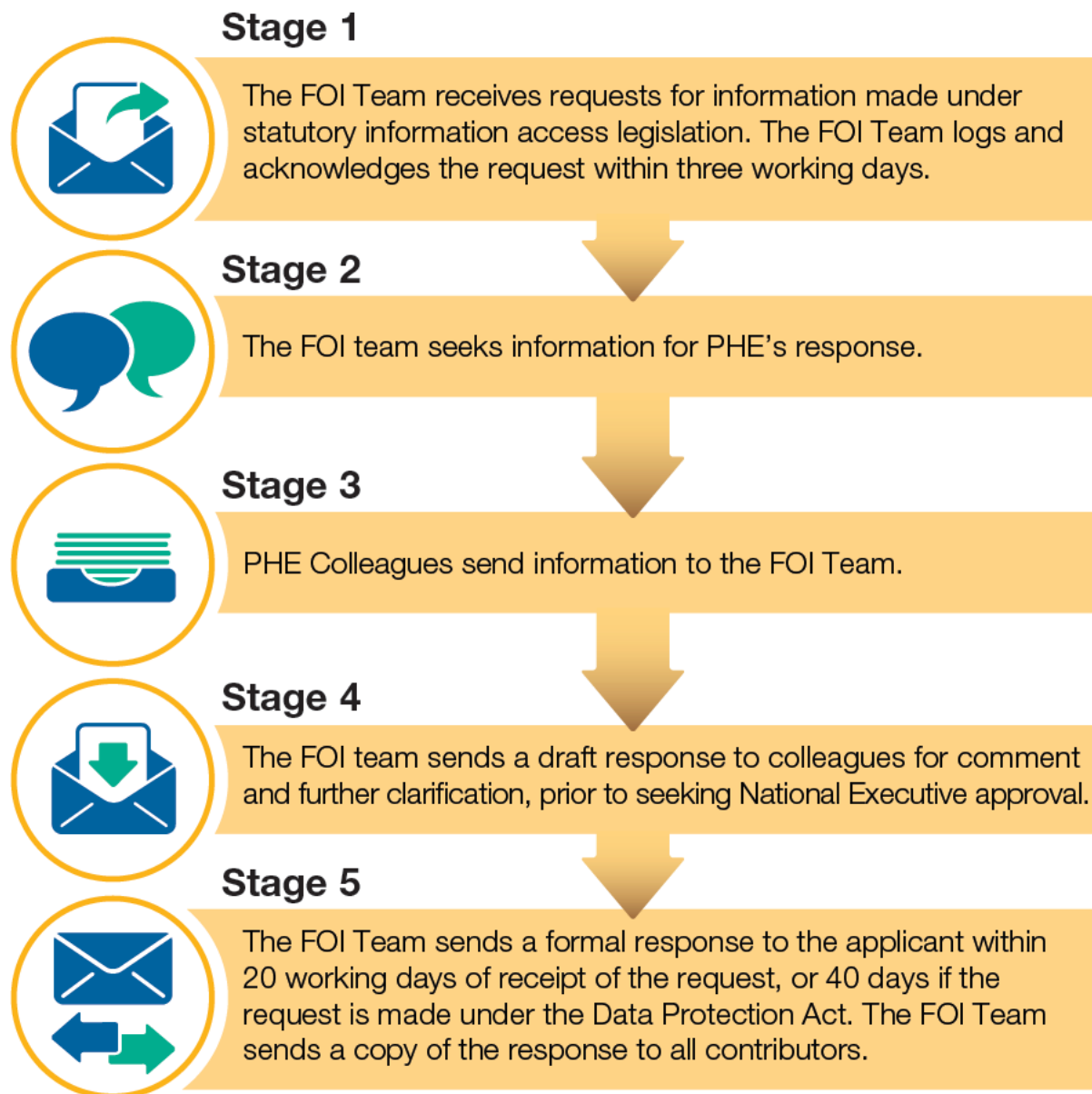
What do I do if I receive a phone call requesting information under FOI, DPA or EIR?

Ask the caller to put their request in writing and send it to foi@phe.gov.uk. All requests under the FOI Act must be made in writing. If the caller insists on talking to someone, you should refer them to the FOI Team (Tel: 020 8327 6920).

Where can I get more information?

Contact the FOI Team on
Tel: 020 8327 6920
foi@phe.gov.uk
www.gov.uk/phe

How PHE deals with requests under Freedom of Information





1. Home (<https://www.gov.uk/>)
2. Ebola Biobank: 2015 specimen transfer (<https://www.gov.uk/government/publications/ebola-biobank-2015-specimen-transfer>)

1. Public Health
England (<https://www.gov.uk/government/organisations/public-health-england>)

Corporate report

Secure specimen transfer from Ebola Biobank to the UK

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This publication is available at <https://www.gov.uk/government/publications/ebola-biobank-2015-specimen-transfer/secure-specimen-transfer-from-ebola-biobank-to-the-uk>

During the Ebola virus disease outbreak in 2013 to 2015 in Sierra Leone, Public Health England (PHE) established and operated 3 diagnostic laboratories: Freetown (Kerrytown), North West Sierra Leone (Port Loko Laboratory) and Central Sierra Leone (Makeni laboratory). They processed up to 300 clinical samples each day during the outbreak.

In 2015, most of the residual clinical specimens from routine diagnostic testing in the PHE-led laboratories were collected and transferred to PHE in the UK, leading to the establishment of the Ministry of Health and Sanitation in Sierra Leone (MOHS)-PHE Ebola Biobank with the approval of the Sierra Leone Government. The arrangements for their secure transfer to the UK are set out in the Pharmacy Board of Sierra Leone export permit

(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/819071/Sample_Transfer.pdf)

The remainder have been kept securely in Sierra Leone. The Ministry of Health and Sanitation in Sierra Leone (MOHS) retains ownership of the data and materials and is working with PHE and other researchers to develop and conduct a series of research projects that will inform future healthcare and public health strategies relating to Ebola.

The Biobank has been funded by a Wellcome Trust Bioresource grant and is a secure but accessible resource of biological samples that are essential for understanding human disease and the development of vaccines, diagnostics, and treatments. The MOHS-PHE Biobank samples are an especially valuable and finite resource, a legacy of the world's largest ever outbreak of Ebola virus disease. Outbreaks of this disease continue in Africa, so it is evident that further biomedical research is required to more readily bring outbreaks under control.

The Ebola Biobank Governance Group (EBGG) was established to guarantee equality of access to the biobank for the most scientifically valuable research including by researchers from low and middle-income countries. It ensures that the resource is used for the global public good in accordance with the undertaking given by PHE to the MOHS and that the research will have relevance to the people of Sierra Leone.

The Group includes 3 members from Sierra Leone nominated by the Chief Medical Officer. Other members of the group represent the World Health Organisation, the Wellcome Trust, the UK Department for International Development and PHE with the Chair from the London School of Hygiene and Tropical Medicine.

The biobank is accessible to all researchers globally from academia, government other research organisations and commercial companies. Because the samples were collected during an outbreak, where the primary objectives were to deliver care and limit the outbreak, ethical approval for research was not collected from patients. So, in addition to EBGG approval, researchers wishing to use its samples need to obtain ethical approval from the Sierra Leone national ethics committee and from a local institutional ethics committee prior to receiving their samples.

Researchers can only access fully anonymised samples which are released with a material transfer agreement that guarantees the rights of the Sierra Leone government to any intellectual property developed during the research study and ensures the publication of all research results.

All samples are assumed to be highly infectious and will only be released, without further treatment, to researchers with documented access to Biosafety Level 4 facilities when all the appropriate permits are in place. Samples may be released when the risk of them containing live virus has been eliminated using a validated inactivation procedure. PHE's work includes a commitment to support research into the effective management of future disease outbreaks.

The MOHS-PHE biobank is housed in facilities suitable for the storage and processing of high-risk biological samples that require specialist handling by highly trained competent staff in appropriate laboratories. Within these facilities, protocols are used for the inactivation of Ebola virus and other high-risk pathogens potentially contained in the samples, so they may be shared with researchers globally who lack access to such facilities.

Actions

Task/Hazard	Risk	Further Controls	Person Responsible	Residual Risk	Approved	Action Taken	Target Completion	Date Completed
					<input type="checkbox"/> Yes			
					<input type="checkbox"/> No			

Conclusions**Change details****Revision No**

3

Inclusions of additional hazards and emergency procedure for leaking samples/spillages

Authorisation**Authoriser comments**

Authoriser comments by [REDACTED] on 12/3/2015

Comments -

Authoriser comments by [REDACTED] on 17/3/2015

Comments -

Authoriser comments by [REDACTED] on 11/6/2015

Comments -

Authoriser**Date authorised**

11/06/2015

Linked DocumentsInstructions for Emergency v8.docx
SOP Packaging version 3.docx