



**AGREEMENT FOR THE SUPPLY AND PURCHASE OF
SERVICES
(NOT FRAMEWORK)**

BETWEEN

(1) **G4S FORENSIC AND MEDICAL SERVICES (UK) LIMITED** (company number **05121608**) whose registered office is at **Southside, 105 Victoria Street, London, SW1E 6QT**, together with its assigns and successors in title ("G4S")

(2) **Doctor PA Ltd** (company number **09356355**) whose registered office is at **42 Kew Court Richmond Road, Kingston Upon Thames, Surrey, KT2 5BF** ("Supplier")

The parties hereby enter into this agreement for the supply of GP Services at Gatwick Immigration Removal Centre for the period of three (2) years with an option to extend for a further one (1) year subject to the necessary performance levels. Service will commence on 6th February 2017

Signed by G4S:

Print Name:

Position:

Date:

Signature

Authorised Signatory

R. G. [Signature]
Procurement Manager
27/2/17

Signed by Supplier:

Print Name:

Position:

Date:

Signature

Authorised Signatory

H. Ozeerally
Director Doctor PA
14/2/17

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INTRODUCTION:

G4S wishes the Supplier to provide it with the services set out in this Agreement, and the Supplier wishes to provide those services to G4S, on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement unless the context otherwise requires, the following expressions shall have the following meanings:

“Charges” the Supplier’s fees for providing the Services as set out in the Schedule;

“Confidential Information” all information (whether written, oral or in electronic form) concerning the business and affairs of either Party that the other Party obtains or receives as a result of the discussions leading up to or the entering into or the performance of this Agreement;

“Data Controller” has the meaning set out in section 1(1) of the Data Protection Act 1998;

“Data Processor” has the meaning set out in section 1(1) of the Data Protection Act 1998;

“Data Protection Legislation” means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended, consolidated, extended or re-enacted from time to time) and all other applicable legislation, regulations, codes of practice and requirements of any relevant government or governmental agency, regulator, or any other applicable body in respect of the processing of Personal Data and Data Protection including any guidance or codes of practice

	that may from time to time be issued by the Information Commissioner (or any successor regulator);
“Deliverables”	the deliverables to be provided by the Supplier to G4S as set out in the Schedule;
“Effective Date”	the date of this Agreement;
“General Industry Standard Norms”	the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier or operator engaged in a similar undertaking to the Supplier under the same or similar circumstances;
“Group”	G4S, each holding company (as defined in section 1159 of the Companies Act 2006) of G4S, each subsidiary (as defined in section 1159 of the Companies Act 2006) of G4S and each subsidiary of any holding company of G4S;
“Group Assets”	assets (including, without limitation, Intellectual Property Rights) which are owned by or leased, licensed or sub-licensed to any of the Group, including, but not limited to, the Trade Marks;
“Intellectual Property Rights”	trade marks, service marks, and rights in the nature of passing off and unfair competition, get-up, trade dress, registered designs and unregistered designs and design rights, business and trading names, domain names, topography rights, copyright (including, without limitation, copyright in software), moral rights, database rights, rights in inventions, patents, know-how, trade secrets and other confidential information, and all other intellectual property rights and rights of a similar or

corresponding character which may exist now or in the future subsist in any part of the world (whether registered or not or the subject of an application for registration) and including all rights to apply for, and obtain, registrations in respect of any and all of the foregoing, each for their full term including extensions, revivals and renewals thereof;

“Parties”

G4S and the Supplier and **“Party”** shall be construed accordingly;

“Personal Data”

means personal data (as defined in section 1(1) of the Data Protection Act 1999), or any part of such personal data, in respect of which G4S is the Data Controller and in relation to which the Supplier receives, accesses or otherwise processes on behalf of G4S, in the course of providing the Services under this Agreement;

“Services”

the services to be provided by the Supplier to G4S as described in the Schedule;

“Trade Marks”

any trade marks owned or used by, or licensed or sub-licensed to, any of the Group;

“Timetable”

the timetable for the delivery of the Deliverables and completion of the Services;

“Use”

use, copying, assignment, licensing, sub-licensing, supply, importation, exportation, marketing or exploitation;

- 1.2 words importing the singular shall include the plural and vice versa, words importing a gender shall include all genders and words importing persons shall include bodies corporate, unincorporated associations and partnerships;
- 1.3 references to clauses and the Schedule are references to clauses and the Schedule of this Agreement and references to paragraphs are, unless

otherwise stated, references to paragraphs of the Schedule or the part of the Schedule in which the reference appears;

- 1.4 the Schedule forms part of this Agreement and shall have full force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Schedule; and
- 1.5 headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2. Appointment

G4S appoints the Supplier to provide the Services for the duration of and in accordance with the terms and conditions of this Agreement. The Supplier accepts such appointment on the terms and conditions of this Agreement.

3. The Services

- 3.1 The Supplier shall provide the Services in accordance with:
 - (a) the Timetable [or, where no Timetable is specified, within a reasonable period of time];
 - (b) General Industry Standard Norms;
 - (c) the terms and conditions of this Agreement; and
 - (d) all applicable laws, statutes, enactments, orders, regulations, policies or other similar instruments of general application.
- 3.2 The Supplier shall use sufficient numbers of suitably skilled and appropriately experienced personnel to perform all of its obligations under this Agreement and shall use reasonable endeavour to procure that the key personnel identified in the Schedule carry out the Services.
- 3.3 The Supplier shall comply at no additional cost to G4S (unless agreed in advance) with any reasonable instructions given to it or issued in writing or given orally and subsequently confirmed in writing from time to time by G4S.
- 3.4 G4S may make available to the Supplier Group Assets to assist the Supplier in providing the Services and G4S hereby grants to the Supplier a non-exclusive, royalty-free, personal, non-assignable licence (with no right to sub-licence) for the duration of the Agreement to use such assets solely for the purpose of providing the Services on the following terms:
 - (a) the Supplier shall comply with any instructions, conditions and security requirements in relation to its use of such assets that G4S notifies to the Supplier from time to time;

- (b) the Supplier shall return such assets to G4S on demand; and
- (c) the Supplier shall return such assets to G4S on completion or earlier termination of this Agreement.

4. Premises

In relation to premises owned or occupied by any of the Group that G4S permits the Supplier to enter to enable it to provide the Services, the Supplier shall ensure that all persons providing the Services on such premises comply with the security and safety policies and regulations from time to time in force on those premises and all instructions of the Group notified to the Supplier in relation to its access to such premises (including the removal of any persons where required by G4S) and leave such premises in a condition that is satisfactory to G4S and that in any event is no worse than the condition of the premises prior to the Effective Date.

5. Performance Reviews

- 5.1 Both G4S and the Supplier will each appoint authorised representatives to act on their behalf in relation to any day to day issues regarding this Contract. The authorised representative for G4S is listed in **Schedule 1**.
- 5.2 The name of such authorised representatives will be notified by each party to the other party in writing on the Commencement Date and as necessary from time to time.
- 5.3 The Supplier will provide a detailed planned programme (where applicable) for the following year by:
 - (a) The end of the first month following the Commencement Date and by;
 - (b) 2 months before the annual renewal date for the following calendar year, for each subsequent year of the Contract.
- 5.4 Regular performance review meetings will be held from the commencement of Contract or more frequently should G4S request such a need.
- 5.5 The Supplier will perform the Services to the required quality standards and in accordance with the service levels detailed in **schedule 1** subject to the performance criteria and penalty deductions set out in **Appendix 1**.
- 5.6 Upon the written request of G4S, provide:
 - (a) Such management information as may reasonably be required.
 - (b) Maintain detailed records relating to the delivery of the Services as required by good industry practice and any applicable legislation.
- 5.7 Maintain full records of particulars of the costs of performing the Services and any management accounting records relating to the Services.

- 5.8 A description of the required reports is provided in **Schedule 1**. These reports will be made available to G4S before the Commencement Date of this Contract. Further monthly management reports will be agreed by the Supplier and G4S within one month of the Commencement Date of this Contract and will be subject to a KPI specified in **appendix 2**.

6. Acceptance

- 6.1 In relation to the Deliverables:

- (a) the Supplier shall deliver the Deliverables to G4S in accordance with the Timetable [or, where no Timetable is specified, within a reasonable period of time];
- (b) where any Deliverable is software, the Supplier shall deliver to G4S with that Deliverable a copy of the object code, source code and all other technical and user information relating to that software in the Supplier's possession that G4S may reasonably require to enable it to modify, add to, Use or maintain such software; and
- (c) final acceptance of the Deliverables by G4S shall be deemed to take place when all the Deliverables have been delivered to G4S and G4S has confirmed in writing to the Supplier that the Deliverables satisfy the requirements of the Specification.

- 6.2 If final acceptance of the Deliverables in accordance with clause 6.1(c) has not taken place within 30 days of the date the Services are scheduled to be completed as set out in the Timetable, then G4S shall be entitled to reject the Deliverables and terminate this Agreement by giving written notice of such termination to the Supplier. On any such termination the Supplier shall return to G4S all sums paid to it by G4S in relation to the Services and G4S shall be under no obligation to pay the Supplier for any work carried out by the Supplier under this Agreement. *[The Parties shall refer any dispute arising out of this clause to mediation in accordance with clause 17.10.]*

7. Warranties

- 7.1 The Supplier warrants to each of the Group that:

- (a) the Deliverables shall comply with the specifications for such Deliverables set out in the Schedule;
- (b) the Deliverables shall be fit and suitable for the purposes for which the Group shall use such Deliverables;
- (c) the Deliverables will be free from defect in design, quality, material and workmanship;

- (d) the Deliverables are an original work created by either employees or officers of, or independent third parties engaged by, the Supplier and the Deliverables are not copied from any work other than the Group Assets that G4S allows the Supplier to use in relation to the Project in accordance with clause 3.4;
- (e) all rights, title and interest (including, without limitation, all Intellectual Property Rights and goodwill relating thereto) subsisting in any Deliverables, and all parts thereof, created by any employees or officers of, or independent third parties engaged by, the Supplier will vest solely legally and beneficially in the Supplier and any and all such rights which may be owned by such independent third parties will so vest in the Supplier pursuant to a written assignment;
- (f) the Use by any of the Group or any licensee, agent, distributor or customer of any of the Group of any Deliverable (or part thereof) on its own or as part of any product will not infringe, or constitute the unauthorised use or disclosure of, any Intellectual Property Rights owned by, or licensed to, any third party;
- (g) the authors of the Deliverables have irrevocably and unconditionally waived all moral rights and any rights of a like nature vesting in them in any part of the world in connection with their authorship of the whole or any part of the Deliverables, including, without limitation, the right to be identified as the author of the Deliverables (or any part thereof) and the right not to have the Deliverables (or any part thereof) subjected to derogatory treatment;
- (h) there is nothing preventing, restricting or inhibiting the Supplier from assigning, and the Supplier is fully entitled to assign, any and all rights title, and interest (including, without limitation, all Intellectual Property Rights) subsisting in the Deliverables (and all parts thereof) to G4S (or such other party as G4S so determines), in accordance with the provisions of clause 9.4;
- (i) the Deliverables will conform with all applicable laws and regulations in force at the time of their creation; and
- (j) where any Deliverable has been created for use in conjunction with any products, such Deliverable shall be fully integrated and compatible with and will not materially adversely affect the operation and functionality of, or the data contained in, the products.

In the event that G4S finds that the Supplier has materially breached any of the warranties set out in clause 7.1 and notifies the Supplier of such breach the Supplier shall, at G4S's option and in addition to any other remedy G4S may have under this Agreement or at law, either refund any sum paid by G4S for the Services or promptly remedy the breach (including, without limitation, obtaining a licence of third party Intellectual Property Rights). *[The parties shall refer any dispute arising out of this clause to mediation in accordance with clause 17.10.]*

8. Charges and Payment

- 8.1 In consideration of the provision by the Supplier of the Services to G4S in accordance with the terms and conditions of this Agreement, G4S shall pay to the Supplier the Charges in accordance with the provisions set out in this clause 8 and the Schedule.
- 8.2 All Charges and fees payable under this Agreement shall be in Pounds Sterling.
- 8.3 All Charges and fees stated in this Agreement are exclusive of VAT and are subject to the addition of VAT at the appropriate rate.
- 8.4 Expenses incurred by the Supplier for travel within the United Kingdom to and from any of the Group's offices while performing the Services shall be included in the Charges. G4S shall otherwise reimburse the Supplier for all other travel, accommodation and subsistence expenses incurred by the Supplier whilst performing the Services, subject to the Supplier receiving G4S's prior written approval to the incurring of such expenses and to the Supplier supplying receipts and such other supporting information as G4S shall reasonably require. The Supplier shall invoice G4S monthly in arrears for all expenses for which the Supplier seeks to be reimbursed, which shall be delivered to G4S together with all supporting documentation to be furnished to G4S under this clause.
- 8.5 All invoices submitted by the Supplier must refer to the Services and must include reasonable details of the manner in which the invoice is calculated and such supporting receipts and documents as G4S may reasonably require.
- 8.6 Payment Terms: Unless otherwise agreed by the Parties, payments shall be made Thirty (30) days from the receipt of invoice, paid the next payment run that follows the end of said 30 day period. The Supplier shall use its best endeavours to issue invoices at the time of delivery / performance of Services.
- 8.7 In the event of a dispute between the parties, G4S shall be entitled to withhold the payment of any disputed invoice until resolution of such dispute. In the event of a dispute between the parties, G4S shall be entitled to withhold the payment of any disputed invoice until resolution of such dispute.
- 8.8 If a Party fails to pay on the due date any amount which is payable to the other Party under this Agreement then the Party awaiting payment may charge interest on the outstanding amount from the due date until payment is made in full at the rate of 1% per annum over Barclay Bank Plc's base rate from time to time, which interest shall accrue on a daily basis from the date payment becomes overdue until the date payment of the overdue amount together with all interest that has accrued is received.

9. Ownership of Rights

- 9.1 The Supplier acknowledges and agrees that, except as set out in clause 3.4, it has no rights, nor will acquire any rights, in or to the Group Assets and that either the Group or the relevant third party licensor (as applicable) own all rights in and to the Group Assets.
- 9.2 To the extent that the Supplier (or any of its contractors, consultants, employees or officers) acquires any rights (including, without limitation, Intellectual Property Rights) in any of the Trade Marks the Supplier shall, at G4S 's request, assign to G4S (or such other party that G4S determines) all such rights, or procure such assignment, and the Supplier undertakes during, and following termination of, this Agreement not to use, in any way whatsoever, on its own account any of the Trade Marks (on its own or in combination with any other marks or names) or any trade marks confusingly similar thereto.
- 9.3 The Supplier acknowledges and agrees that G4S shall own all Intellectual Property Rights subsisting in the Deliverables and all parts thereof.
- 9.4 The Supplier hereby assigns to G4S with full title guarantee all existing and future copyright (including, without limitation, copyright in software), database rights, and unregistered design rights, together with all Intellectual Property Rights existing at the date of this Agreement, that subsist in the Deliverables (or any part thereof).
- 9.5 To the extent that such rights are not effectively assigned pursuant to clause 9.4, the Supplier hereby agrees, at G4S's request, to assign to G4S (or to such other party that G4S determines) with full title guarantee all existing and future Intellectual Property Rights that subsist in the Deliverables (and any part thereof) and/or procure such assignment. Notwithstanding, and without prejudice to, any other provisions of this Agreement, the Supplier shall, at G4S 's request, procure that all moral rights in respect of the Deliverables (or any part thereof) are irrevocably and unconditionally waived in writing.
- 9.6 The Supplier shall, at G4S's cost, do all such further acts and execute such further deeds and documents as may be necessary or desirable to fully and effectively vest in G4S (or such other party that G4S determines such rights should be assigned to) the rights referred to in clauses 9.2, 9.4 and/or 9.5 and in order for G4S (or such other party that G4S determines such rights should be assigned to) to apply for, and obtain, registrations in respect of such rights.
- 9.7 Ownership of the media on which any Deliverables are supplied to G4S shall vest in G4S upon delivery.
- 9.8 For the avoidance of doubt, the Supplier shall have no right to, and shall not:
- (a) use any Group Assets and/or Intellectual Property Rights subsisting in the Deliverables except for the sole purpose of complying with its obligations under this Agreement;

- (b) use, sell, license, sub-license, assign, import, export, or exploit any Group Assets and/or Intellectual Property Rights subsisting in the Deliverables; and/or
- (c) benefit from, financially or otherwise, any exploitation of the Deliverables and/or Group Assets by or on behalf of any of the Group.

10. Indemnities

- 10.1 The Supplier shall fully indemnify G4S from and against all liabilities, losses, damages, costs and expenses (including legal expenses) suffered or incurred by any of the Group as a result of or in connection with:
 - (a) the Supplier's breach of any of the provisions of this Agreement;
 - (b) any loss of or damage to any property, or the death or personal injury of any employee of G4S, or its sub-contractors or any other person to the extent arising as a result of the negligence or wilful acts or omissions of the Supplier in relation to the performance of its obligations under this Agreement.
- 10.2 The Supplier shall indemnify the Group against all costs, expenses (including but not limited to legal costs and disbursements on a solicitor and client basis), losses and damages incurred or suffered by or awarded against any of the Group arising from or incurred by reason of any action, claim, proceedings or suit alleging that the Use by any of the Group or any licensee, agent, distributor or customer of any of the Group of any Deliverable or part thereof, either on its own or as part of any product infringes, or constitutes the unauthorised use or disclosure of, any Intellectual Property Rights owned by, or licensed to, any third party.
- 10.3 The Supplier shall promptly notify G4S if any claim or demand is made or action brought against the Supplier for infringement or unauthorised use or disclosure, or alleged infringement or unauthorised use or disclosure, of any Intellectual Property Right which may affect the Use of the Deliverables (or any part thereof).
- 10.4 The Supplier shall, at the request of G4S and at the Supplier's own cost, afford to the Group all reasonable assistance for the purpose of contesting any claim or demand made or action brought against any of the Group to which clause 10 may apply.
- 10.5 If a claim or demand is made or action brought to which clause 10 applies, G4S may request that the Supplier at, the Supplier's own expense:
 - (a) modify the Deliverables (or any part thereof) without reducing the performance and functionality of the same, or substitute deliverables of equivalent performance and functionality for the Deliverables (or any part thereof), so as to avoid the infringement or unauthorised use or disclosure, or the alleged infringement or unauthorised use or

disclosure, provided that (1) the terms of this Agreement shall apply mutatis mutandis to such modified or substituted deliverables and (2) such modified or substituted deliverables shall be acceptable to G4S;

- (b) procure for the Group a licence to use the Deliverables (or any part thereof) on terms which are acceptable to the Group; or
- (c) take such other action as G4S may propose to avoid or settle such claim, demand or action,

and the Supplier shall use its best endeavours to comply as soon as reasonably practicable with such request.

11. Insurance

For the term of this Agreement and for three years thereafter the Supplier shall maintain adequate and appropriate insurance cover (including, without limitation, professional indemnity and public liability insurance cover) with a reputable insurer to cover its potential liability to G4S under this Agreement and shall provide copies of the relevant policies to G4S on request.

12. Improvement Notice

If the Supplier fails to provide any material part of the Services to the reasonable satisfaction of G4S at any time, G4S shall notify the Supplier in writing (an "Improvement Notice") forthwith of such failure(s) and if such failure(s) continue(s) for a period in excess of 7 days from the date of the Improvement Notice, or such extended period as G4S may agree is reasonable for remedying the failure, the Contract may be terminated in accordance with clause 7

13. Benchmarking

- 13.1 The Supplier shall through pro-active improvement programs aim that the Charges shall not exceed the prices for comparable services in the market place and that the service quality shall not be lower quality than the comparable services in the market place.
- 13.2 In addition the Supplier shall carefully investigate motivated and documented price and service improvements as proposed by G4S.
- 13.3 The benchmarking process can be invoked by G4S, if in G4S's opinion notwithstanding the pro-active improvements of the Supplier and G4S's recommendations, the service price and/or quality are not comparable with the market place.
- 13.4 The benchmarking process will be initiated upon written request by G4S. Unless otherwise agreed, the Services can be benchmarked not more frequently than once a year.

- 13.5 The benchmark will be performed by a qualified, objective third party Benchmarker proposed by G4S and reasonably acceptable to the Supplier. The Benchmarker shall not be a competitor of the Supplier. The Supplier will not withhold its approval if G4S selects as Benchmarker any of the following, namely price and or quality of service
- 13.6 In order to protect the confidential information of both Parties, and the confidentiality of the benchmark report, the Benchmarker has to enter into a confidential agreement with both Parties.
- 13.7 Each party shall pay its own cost relating to the performance of the benchmark. Unless the benchmark report indicates material deviations, the cost of the Benchmarker shall be paid 50% by G4S and 50% by the Supplier. In case of such material deviation the Supplier shall pay the full cost of the Benchmarker.
- 13.8 Parties and the Benchmarker shall agree, before starting the benchmarking process, on the benchmark plan. This plan will cover the scope of the benchmark (service prices and quality), the methodology used by the Benchmarker, the content of the benchmark report, the description of the sample and the planning of the benchmark. The timescale from the issue of the benchmark request until the delivery of the benchmark process may not exceed three months.
- 13.9 In case of differences between the Parties' relating to particular elements of the benchmark plan, each Party has the right to issue an amendment to the benchmark plan describing its specific position. The Benchmarker will decide in its sole discretion on the final benchmark plan.
- 13.10 Each Party shall comply promptly with all reasonable requirements of the Benchmarker relating to the benchmarking process.
- 13.11 The benchmarking report will be delivered by the Benchmarker to both Parties. Any additional information, requested by a Party, will be communicated by the Benchmarker to both Parties.
- 13.12 If the benchmark report indicates that the service level(s) or service price(s) deviate in a material way the Supplier shall raise the service level as soon as possible and/or shall lower the service price with retrospective effect starting two months before the date of the benchmark request. Material deviation is defined as follows:
- (a) price: more then 10% upwards from the relevant point of comparison;
 - (b) or service level: will be defined in the benchmarking request.
- 13.13 If the benchmark report indicates that the service level(s) or service price(s) deviate in a non-material way the Parties shall promptly agree on the appropriate action plan to address the deviations. Non-material deviation is defined as follows:

- (a) price: more than 3 to 10 % upwards from the relevant point of comparison;
- (b) or service level: will be defined in the benchmarking request.

13.14 Parties agree that deviations smaller than a material or non-material deviation will have no consequences on the existing service levels or service prices.

13.15 If Parties cannot agree on any adjustment to service levels and service prices within 30 days after receipt of the benchmark report, G4S may terminate the corresponding Service Order(s) upon not less than 30 days' written notice without payment by G4S of any penalty, damage or exit fee.

14. Confidential Information and Publicity

14.1 Each Party shall hold in confidence all Confidential Information obtained from the other Party.

14.2 For the duration of this Agreement and for five years thereafter neither Party shall disclose to any third party without the prior express written permission of the other Party any Confidential Information obtained from that other Party, save that a Party may disclose any Confidential Information obtained from the other Party:

- (a) to those of its officers or employees, or, in the case of G4S, the officers or employees of any of the Group, as may be reasonably necessary for the purpose of fulfilling its obligations under this Agreement provided that before any such disclosure that Party shall make such officers and employees aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance by those persons with them; and
- (b) where such disclosure is required by any law, court order, regulatory or other authority.

14.3 The provisions of clauses 14.1 and 14.2 shall not apply to any information which:

- (a) is or becomes public knowledge other than by breach of this clause;
- (b) is already in the possession of a Party without restriction in relation to disclosure before the date of its receipt from the other Party; or
- (c) is received from a third party who lawfully acquired or developed it and who is under no obligation restricting its disclosure.

14.4 The Supplier shall procure that no media releases, public announcements or public disclosures about this Agreement or its subject matter are made by it,

its employees, sub-contractors or agents without the prior written approval of G4S.

15. Data Protection

15.1 G4S and the Supplier acknowledge that for the purposes of the Agreement, G4S is the Data Controller and the Supplier is the Data Processor of any Personal Data. For the avoidance of doubt, G4S shall remain the sole owner of the Personal Data and the Supplier shall acquire no rights, title or interest in the Personal Data.

15.2 The Supplier shall process the Personal Data only to the extent, and in such a manner, as is necessary:

- (a) in order to meet the Supplier's obligations under this Agreement; and
- (b) to comply with G4S's instructions from time to time (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by G4S to the Supplier),

and shall not process the Personal Data for any other purpose.

15.3 The Supplier shall treat the Personal Data as strictly confidential and the Supplier shall not disclose or transfer any part of the Personal Data to any third party or allow access to it by any third party other than as set out in this Clause 14.

15.4 Where the Supplier receives a request for any Personal Data under any legislation, laws, rules, regulations or other requirements of any relevant government or governmental agency, regulator, or any other applicable body relating to the subject matter of this Agreement, the Supplier shall:

- (a) inform G4S of the request immediately;
- (b) provide G4S with full co-operation, information and assistance in relation to any such request;
- (c) not disclose the Personal Data to any organisation, person or individual making the request, or to any data subject or third party other than at the request, and in accordance with the instructions of G4S; and
- (d) keep, and provide to G4S on request, statistical records of requests for Personal Data in a format stipulated by G4S.

15.5 The Supplier shall promptly comply with any request from G4S requiring the provision or extraction of, the amendment to, the transfer of or deletion of any part of the Personal Data.

- 15.6 The Supplier shall ensure that access to the Personal Data is strictly limited to:
- (a) those Supplier personnel who require access to the Personal Data in order to meet the Supplier's obligations under this Agreement; and
 - (b) in the case of any access by any Supplier personnel, such part or parts of the Personal Data as is strictly necessary for the performance of the relevant individual's duties.
- 15.7 The Supplier shall ensure that all Supplier personnel having access to any Personal Data:
- (a) are informed of and understand the confidentiality of the Personal Data;
 - (b) have undertaken appropriate training in the handling and protection of the Personal Data;
 - (c) are aware both of the Supplier's duties and obligations and their personal duties and obligations under the Data Protection Legislation and under this Agreement; and
 - (d) are bound by the terms of a written contract to keep the Personal Data strictly confidential.
- 15.8 The Supplier shall take all reasonable steps to ensure the reliability of all Supplier personnel who have access to the Personal Data.
- 15.9 The Supplier shall not subcontract the processing of any Personal Data or allow any third party to process any Personal Data without first:
- (a) obtaining the prior written consent from G4S;
 - (b) complying with the requirements of Clause 14.10; and
 - (c) taking such other steps as G4S may request to ensure that any such subcontracting of the processing of Personal Data complies with the requirements of the Data Protection Legislation.
- 15.10 Where G4S has consented to the processing of Personal Data by a subcontractor in accordance with Clause 14.9.1, the Supplier will ensure that:
- (a) the subcontract between the Supplier and the subcontractor includes all relevant obligations under this Agreement relating to the processing and security of Personal Data and, without prejudice to the generality of the foregoing, contains provisions no less stringent than those contained in this Clause;

- (b) the subcontract must comply with the Data Protection Legislation and must be enforceable directly by G4S under the Contracts (Rights of Third Parties) Act 1999; and
 - (c) the subcontract will terminate automatically upon the expiration or earlier termination of this Agreement for any reason.
- 15.11 The Supplier shall not transfer or process any Personal Data (nor allow any Personal Data to be accessed from) outside of the United Kingdom without first:
 - (a) obtaining the prior written consent of G4S which may be withheld at G4S's absolute discretion; and
 - (b) taking such steps as G4S may request to ensure that any such transfer or processing of Personal Data complies with the requirements of the Data Protection Legislation.
- 15.12 Without prejudice to any other provision in this Clause 14, the Supplier shall, and shall procure that all subcontractors shall, comply at all times with the Data Protection Legislation and shall not do or omit to do anything that could cause G4S to breach any of its applicable obligations under the Data Protection Legislation.
- 15.13 If the Supplier receives any complaint, notice or communication which relates directly or indirectly to the processing of any Personal Data, or to either party's compliance with the Data Protection Legislation, it shall immediately notify G4S in writing and shall provide G4S with full co-operation, information and assistance in relation to any such complaint, notice, communication or required investigation, within the timescales required by G4S.
- 15.14 The Supplier shall implement and maintain, and shall procure that each subcontractor implements and maintains, appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss or destruction of, or damage to, the Personal Data. These measures must ensure a level of security appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and have regard to the nature of the Personal Data which is to be protected. The Supplier shall provide to G4S, upon G4S's request, details and evidence of the security measures implemented by the Supplier.
- 15.15 The Supplier shall maintain proper records of all training undertaken by Supplier personnel with regard to the handling and protection of Personal Data and shall allow G4S to inspect any such records on request.
- 15.16 The Supplier shall immediately notify G4S in writing of any actual, attempted or suspected:
 - (a) unlawful or unauthorised processing of any Personal Data; or

- (b) disclosure of or access to any Personal Data in breach of this Agreement; or
 - (c) loss, destruction, damage or corruption of any Personal Data.
- 15.17 In relation to the circumstances set out in Clause 14.19 and subject always to Clause 9 (*Indemnity*), the Supplier will promptly restore any such Personal Data at its own expense. The Supplier will ensure that it fully co-operates with G4S in effecting any mitigating actions, or implementing any solution or remedy advised to the Supplier by G4S. The Supplier shall not make any public statement or notification to an applicable regulator without the agreement of G4S.
- 15.18 On termination or expiry of this Agreement for whatever reason, the Supplier shall immediately cease to process any Personal Data and shall, at G4S's discretion, and in accordance with G4S's instructions, either:
 - (a) return all Personal Data to G4S, together with all copies of the Personal Data in its possession or control;
 - (b) provide the Personal Data to a third party as instructed by G4S, together with any copies of the Personal Data in its possession or control; or
 - (c) carry out a certified and secure destruction of the Personal Data, together with any copies of the Personal Data in its possession or control.

In such event, the Supplier shall not retain (and for the avoidance of doubt will procure that no Supplier personnel retains) any copy of any part of the Personal Data, in any form or media, and shall provide to G4S a certificate signed by a duly authorised officer of the Supplier, confirming its exacting compliance with the requirements of this Clause.

16. Freedom of Information Act 2000 ('FOIA') and Environmental Information Regulations

- 16.1 The Supplier acknowledges that G4S is subject to the requirements of FOIA and the Environmental Information Regulations and shall assist and co-operate with G4S (at the Supplier's expense and upon demand by G4S) to enable G4S to comply with these information disclosure requirements. In no event shall the Supplier respond directly to a request for information unless expressly authorised in writing to do so by G4S.
- 16.2 G4S shall be responsible for determining at its absolute discretion whether the Information requested:

- (a) is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations; or
 - (b) is to be disclosed in response to the request for information.
- 16.3 The Supplier acknowledges that G4S may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of FOIA, November 2004), be obliged under FOIA or the Environmental Information Regulations to disclose Information relating to, or received from, the Supplier:
- (a) without consulting with the Supplier, or
 - (b) following consultation with the Supplier and having taken its views into account;

provided always that where Clause 15.3.1 applies G4S 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.

17. Step In Rights

- 17.1 For the purposes of this Clause 14, the term "Material Breach" means any breach of this Agreement or the Service Levels which is specified as such, any other material breach and for the purposes of this definition a breach (whether a material breach or not) which is a persistent breach will be a Material Breach. A breach of this Agreement where a breach has occurred three times in a continuous period of 12 months and the defaulting party has been asked by the other party to produce a remedial plan and has failed to implement that remedial plan within 30 days is a persistent breach.
- 17.2 Without prejudice to G4S's ability to claim for damages in respect of any loss occasioned as a result of Material Breach, G4S shall be entitled, at its sole discretion, to serve a notice of step-in in respect of any or all of the Services if:
- (a) in the opinion of G4S, acting reasonably, the Supplier is in Material Breach in relation to the Services or part thereof; or
 - (b) the Supplier is unable to perform the Services or part thereof as a result of Force Majeure.
- 17.3 If G4S serves a notice of step-in:
- (a) that notice shall specify the extent of the Services to which that notice applies (the "Step-in Services");

- (b) the right and obligation of the Supplier to provide the Step-in Services shall cease;
 - (c) for the period of step-in the Supplier shall not receive any remuneration for the Step-in Services;
 - (d) G4S shall be entitled to provide the Step-in Services itself, or through a third party appointed by it for the purpose;
 - (e) The Supplier will provide such reasonable assistance as G4S may require in relation to the Step-in Services (to G4S or its appointee) at the cost of the Supplier in the case of Step-in where the Supplier is in Material Breach and otherwise at the cost of G4S; and
 - (f) The Supplier shall not be entitled to any additional payments from G4S as a result of any cost it may incur as a result of the occurrence of or the rectification of the Material Breach leading to step-in, or the step-in, or any assistance which it may be required to give to G4S.
- 17.4 To bring a period of step-in to an end, G4S shall serve a further notice on the Supplier, which notice will either reinstate the Supplier to the performance of the Step-in Services, or give notice of termination under Clause 7 in relation to the Services whether in whole or in part.
- 17.5 The service of one step-in notice shall not preclude G4S from serving any further step-in notices.

18. Term and Termination

- 18.1 This Agreement shall commence on the Effective Date and shall remain in full force and effect until terminated in accordance with the provisions of this Agreement or otherwise in law or equity.
- 18.2 Either Party may at any time terminate this Agreement without cause by giving the other Party three months' written notice of such termination.
- 18.3 Either Party ("Terminating Party") may terminate this Agreement with immediate effect by giving notice of such termination to the other Party ("Other Party") on or at any time after the occurrence of any of the following events:
- (a) the Other Party commits a material breach of a provision of this Agreement which is not remediable or, if remediable, is not remedied within seven days after the Terminating Party has given written notice to the Other Party requiring such breach to be remedied;
 - (b) (i) insolvency or winding-up proceedings are instituted by or against the Other Party, (ii) a receiver, liquidator or administrator is appointed for the Other Party or the Other Party passes a resolution for the

appointment of a liquidator (other than (in any such case) a voluntary winding-up of a solvent company for the purposes of amalgamation or reconstruction); (iii) an order is made for the appointment of an administrator to manage the affairs, business and property of the Other Party or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Other Party or notice of intention to appoint an administrator is given by the Other Party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986); (iv) the Other Party takes steps to enter into a company voluntary arrangement, a scheme of arrangement under section 425 Companies Act 1985 or any analogous compromise or arrangement (whether formal or informal) with any of its creditors (other than (in any such case) a voluntary winding-up of a solvent company for the purposes of amalgamation or reconstruction); (v) any substantial part of the assets of the Other Party is the object of attachment, sequestration or other type of comparable proceeding; (vi) the Other Party is unable or admits in writing its inability to pay its debts as they fall due; or (vii) the Other Party suffers or takes any similar or analogous action in any jurisdiction in consequence of debt.

- 18.4 G4S may at any time by notice in writing to the Supplier terminate this Agreement as from the date of service of such notice in the event that there is a change of control, as defined in Section 416 of the Income and Corporation Taxes Act 1988, in the Supplier.

19. Effects of Termination

- 19.1 The termination of this Agreement shall not prejudice or effect any right of action or remedy which shall have accrued up to the date of termination.
- 19.2 The Parties acknowledge and agree that it is neither envisaged nor intended that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended from time to time) ("TUPE Regulations") shall apply to the termination of the Services or the appointment of any other business to provide the Services (or part of the Services, or any services similar to the Services) ("Replacement Services") hereunder.
- 19.3 The parties intend that no employees of the Supplier shall transfer to G4S or any subsequent provider of Replacement Services ("Successor Supplier") pursuant to the TUPE Regulations as a result of the termination of the Services or part thereof or the commencement of the provision of the Replacement Services by a Successor Supplier, however and whenever such termination or commencement takes effect.
- 19.4 The Supplier shall fully and effectively indemnify G4S and any Successor Supplier from and against all or any costs, claims, liabilities and expenses of any nature (including legal costs on an indemnity basis) incurred or suffered by G4S and any Successor Supplier arising

from any claim by any Supplier Employee (as defined in clause 4 below) or any person on behalf of them in respect whenever and however arising.

- 19.5 If, notwithstanding the intention of the parties stated in clauses 17.2 and 17.3 of the provisions of the TUPE Regulations apply and/or any of the Supplier's (current or former) employees, agents, officers, workers or otherwise (or Supplier's subcontractor's (current or former) employees, agents, officers, workers or otherwise) ("Supplier Employee/s") claims (or it is determined) that his contract of employment has been transferred from the Supplier to G4S or Successor Supplier pursuant to the TUPE Regulations or otherwise, or that any liability regarding his employment has so transferred then:
- 19.6 the Supplier will co-operate with the Successor Supplier to effect a smooth transfer of staff who may transfer in accordance with the Transfer Regulations;
- 19.7 if G4S or Successor Supplier (as applicable) concludes that it is not practical to utilise or redeploy such Supplier Employee, G4S or the Successor Supplier (as applicable) may terminate the employment of any such Supplier Employee; and
- 19.8 the Supplier will indemnify, keep indemnified and hold harmless G4S and the Successor Supplier from and against all losses, costs (including legal costs), damages and expenses suffered or incurred by G4S and the Successor Provider arising out of or in connection with the transfer, including, but not limited to, all losses, costs (including legal costs), damages and expenses suffered or incurred by G4S and/or the Successor Supplier (and including, for the avoidance of doubt, arising out of or directly or indirectly connected to any termination as envisaged by 17.7 above).
- 19.9 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to clause 17.2 to 17.8 to the extent necessary to ensure that any Successor Supplier shall have the right to enforce the obligations owed to, and indemnities given to G4S by the Supplier under clause 17.8, in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
- 19.10 On termination:
- (a) the Supplier shall cease to represent itself as authorised to provide the Services to G4S;

- (b) all licences and rights granted to either party under this Agreement will automatically terminate;
 - (c) each Party shall (and where necessary shall procure that any of its relevant agents, employees, sub-contractors and professional agents shall) promptly return to the other Party all property belonging to the other Party then in its possession, including all Confidential Information.
- 19.11 Clauses 7, 8, 9, 9, 11, 12, 15, 14, 21.2, 16, 17 and 23 shall survive the expiry or termination of this Agreement, as will any other clause which by its nature is intended to survive such termination.

20. Transition Services

- 20.1 Upon the termination in whole or in part of this Agreement and for a period of up to three months afterwards the Supplier will provide G4S, if requested, with the assistance in Clause 10.2 to facilitate the continuation of the Services by G4S and/or a replacement supplier (as appropriate) provided always that the Supplier will not be obliged to provide such assistance until any outstanding undisputed fees have been paid by G4S.
- 20.2 Following notice of termination being given or received by the Supplier, the Supplier will comply (and will ensure that any permitted sub-contractor will comply) with G4S's reasonable directions and will provide to G4S any and all termination assistance reasonably requested by G4S to allow the Services to continue and facilitate the orderly transfer of responsibility for the provision of the Services to G4S and/or a replacement supplier (as appropriate). Such termination assistance may include the following:-
- (a) continuing to perform any or all of the Services requested by G4S for a period requested by G4S which will not exceed 3 months or such longer period as may be agreed by the parties;
 - (b) developing together with G4S a plan for the orderly transition of the Services from the Supplier to G4S and/or a replacement supplier (as appropriate);
 - (c) providing reasonable training at G4S's cost for personnel from G4S or its agent in the performance of the Services; and
 - (d) the Supplier, at its expense, promptly returning to G4S any property belonging to G4S or to a third party which has been provided by G4S to the Supplier which is then in the Supplier's custody, control or possession.

21. Assignment

- 21.1 The Supplier may not assign, transfer, charge or deal in any manner with this Agreement or any of its rights under the same or sub-contract or delegate any or all of its obligations under this Agreement without the prior written consent of G4S. The Supplier acknowledges that it is entering into this Agreement for its own benefit and not for the benefit of another person.
- 21.2 The Supplier shall in all cases act as principal in respect of this Agreement and shall be responsible and liable for the acts and omissions of its employees and sub-contractors.
- 21.3 G4S may, at any time, assign, transfer, charge, mortgage or deal in any other manner with all or any of its rights or obligations under this Agreement.

22. Right of Audit

- 22.1 If G4S asks it to do so, the Supplier will promptly make available to G4S and its internal and external auditors any file, correspondence and document relating to the performance of its obligations under this Agreement in order that G4S may audit the Supplier's compliance with the terms of this Agreement.
- 22.2 In addition, the Supplier will provide G4S at any time with any documentation, explanations, management reports and information as the parties may agree from time to time.
- 22.3 G4S may enter the Supplier's premises at all reasonable times. G4S will give the Supplier a minimum of 48 hours notice of any such visit. G4S will be provided with access to all information, documents, plans, specifications and other things relating to the performance of the Services. The Supplier will give G4S such assistance as G4S may reasonably request, including as required for G4S to understand the information provided by the Supplier and will be allowed to have access to the Supplier's staff. Following an audit the Supplier will discuss the implementation of any additional measures requested in writing by G4S.
- 22.4 The Supplier will tell G4S as soon as it becomes aware of any developments that may have a material adverse impact on the Supplier's ability to meet its obligations under this Agreement.
- 22.5 In addition to using its own employees, G4S may exercise its rights under this Clause 16 using external auditors or other agents.

23. Non-Solicitation

For the duration of this Agreement and for the period of six (6) months thereafter the Supplier shall not actively solicit or entice away (or seek to attempt to entice away) from the employment of G4S any person employed (or any person who has been so employed in the preceding six (6) months) by G4S in connection with the Services. For the avoidance of doubt this clause shall not apply to unsolicited responses by employees to general recruitment advertising.

24. Corporate and Social Responsibility

- 24.1 The Supplier will conduct its business in accordance with relevant legislation. Furthermore, the Supplier confirms that it has read the G4S Corporate Social Responsibility Policy (UK&I) (a copy of which is attached at Annex A of this Framework Agreement) and will take reasonable steps to uphold the general business practices, labour practices and environmental practices within its own operations.
- 24.2 The Supplier will act in accordance with local employment law and the Fundamental Conventions of the International Labour Organisation (where permitted by local legislation). Furthermore, the Supplier will take reasonable steps to ensure that local employment law and the Fundamental Conventions of the International Labour Organisation are upheld within its supply chain.
- 24.3 The Supplier will take reasonable steps to identify and minimise the environmental impact of the product/service and any associated operation. The Supplier will act to prevent pollution and dispose of waste in a responsible manner. Furthermore, the Supplier will disclose all breaches of environmental legislation to G4S and will permit G4S to undertake an environmental audit of its operation, in each case as it relates to the supply of the Goods hereunder.
- 24.4 The Supplier is committed to ensuring its supplier selection processes are transparent, objective and non-discriminatory and provide fair and equal opportunities for all organisations including Small and Medium Enterprises (SMEs), Black Asian and Minority Ethnic (BAME), and organisations owned by under-represented groups.

25. Anti-bribery compliance

- 25.1 The Supplier shall:
 - (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);

- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) comply with G4S Ethics and Anti-bribery Policy annexed to this agreement as G4S may update them from time to time (**Relevant Policies**);
 - (d) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and paragraph 25.1(b), and will enforce them where appropriate;
 - (e) promptly report to G4S any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Services;
 - (f) immediately notify G4S in writing if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier, and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of execution by the parties of this Agreement;
 - (g) within two months of the date of execution by the parties of this Agreement, and annually thereafter, certify to G4S in writing signed by an officer of the Supplier, compliance with this clause by the Supplier and all persons associated with it under this clause. The Supplier shall provide such supporting evidence of compliance as G4S may reasonably request.
- 25.2 The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with the Services does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to G4S for any breach by such persons of any of the Relevant Terms.
- 25.3 Breach of this Clause by the Supplier shall be deemed a material breach incapable of remedy under paragraph.
- 25.4 For the purpose of this clause, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this paragraph 25, a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

26. Miscellaneous

26.1 Entire Agreement

This Agreement together with any documents referred to in it or made under it constitute the entire agreement between the Parties in relation to its subject matter and supersede all previous negotiations, agreements and commitments with respect thereto.

26.2 Third Party Rights

Save as expressly provided in this Agreement, no third party shall have any rights under or in connection with this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

26.3 Relationship

This Agreement shall not be construed as giving rise to the relationship of principal and agent (save as otherwise expressly provided herein) or partnership or joint venture.

26.4 Partial Illegality

If any provision of this Agreement or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.

26.5 Waiver of Compliance

Any failure by either Party to enforce at any time any term or condition under this Agreement shall not be considered a waiver of that Party's right thereafter to enforce each and every term and condition of this Agreement.

26.6 Notices

Except as otherwise expressly set out in this Agreement, all notices and other communications in connection with this Agreement shall be in writing (which term shall include communications in electronic form) and shall be sent to the address of the recipient set out on the first page of this Agreement, or to such other address as the recipient may designate in writing from time to time in accordance with this clause 24.6. Any such notice may be delivered by hand, or by express courier service, service fee prepaid, or by facsimile transmission, or by email.

All notices shall be deemed received (i) if given by hand, immediately, (ii) if given by express courier service, three days after dispatch or (iii) if given by facsimile transmission or email, immediately upon transmission.

26.7 Remedies Cumulative

All remedies available to a Party for breach of this Agreement 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.

26.8 Variations

Any variation to this Agreement will only be effective if such variation is recorded in writing and signed by an authorised representative of each Party. The variation will take effect from the date of last signature.

26.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

26.10 Mediation

[The Parties shall use their reasonable endeavours to resolve promptly by negotiation any dispute arising out of this Agreement. If the Parties are unable to resolve a dispute by negotiation then the Parties may agree to refer the dispute for settlement by mediation in accordance with the Centre for Disputes Resolution Model Mediation Procedure.]

26.11 Law


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

The parties to this Agreement irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this framework agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1

Services and Service Levels

Any term used in this Schedule but not defined shall have the meaning ascribed to that term in the Agreement.

Description of Services:	GP Services as described in service specification attached in Specification below
Timetable:	Services to be provided in line with Service Specification below
Location:	Gatwick Immigration Removal Centre
Key personnel:	Husein Oozeerally
Charges:	As Detailed in Appendix 2
Payment Amount and Dates:	1/12 of annual fess detailed in Appendix 1 paid net 30 days
Specifications:	As per attached specification  specification document.docx

Appendix 1– KPI's

Performance Management and Service Monitoring

The following SLAs and KPIs as well as the service credit for penalties.

Performance Criteria	Service Level Key Indicator	Performance measure	Service Credit for each Service Period
Category	Service Level	Timescales	Service Credit
Staffing	GP available at all times when required	100 percent of time	Reduction in charge in accordance to lost time.
Incidents/ Complaints	Acknowledgement of complaints	100 percent of complaints acknowledged with three (3) Working Days of receipt	0.25% Service Credit gained for each percentage under the specified performance measure
Incidents/ Complaints Ordering of / requesting Temporary work-seekers and/or Work-seekers, as appropriate	Make good/resolve the complaint, oversight or omission	100 percent with 15 Working days of receipt, unless the nature of the complaint, oversight or omission requires additional investigation	0.25% Service Credit gained for each percentage under the specified performance measure
	Assignment/Engagement fulfilment timescales	As per G4S supply contract	0.25% Service Credit gained for each percentage under the specified performance measure
Provision of Temporary work-seekers and/or Work-seekers, as appropriate	Provision of Temporary work-seekers and/or Work-seekers, as appropriate (fulfilment rate)	As per G4S supply contract	0.25% Service Credit gained for each percentage under the specified performance measure
Provision of Temporary work-seekers and/or Work-seekers, as appropriate	Compliance with relevant Policy and Legislation	100 percent compliance	0.25% Service Credit gained for each percentage under the specified performance measure
	Relevant Safeguarding and Employment Checks conducted on Candidates prior to Introduction to the Customer	100 percent compliance	0.25% Service Credit gained for each percentage under the specified performance measure

Appendix 2 Costs

	YEAR 1	YEAR 2	Total Cost
Medical Staff			
Doctor GP	DPA		
Total Medical Staff	DPA		

	YEAR 1	YEAR 2	Total Cost
Operational Costs			
Indemnity Insurance	DPA		
Training Costs			
Total Operational Cost			

TOTAL COST OF SERVICE	DPA
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Above costs include the following working assumptions:

Working Shifts Days

365 per year

No of Hours per shift

Weekdays 9 hours

Weekends 6 hours

Bank Holidays 6 hours

Out of Hours Telephone Support

Dedicated GP telephone advice line will be available during out of hours

Excluded from above Costs

Out of hours site visit are not included in the above and will provided on request at a fixed price of **DPA** per visit per hour