

## SUPPLIER TERMS

### 1. DEFINITIONS

The following defined terms apply in these Supplier Terms in addition to those contained in the Call-off Contract and Framework Agreement:

**Consultant:** means a consultant at SFIA level 1-3 that is employed by Supplier to provide the services to the Buyer under the Call-off Contract. References to **Consultants** shall be construed accordingly.

**Employment Contract:** the terms of employment between Supplier and the Consultant, details of which shall be provided to the Buyer in advance of the commencement of the Services, subject always to any changes in the Consultant's salary or other benefits in accordance with Supplier's usual procedures from time to time.

**Restricted Person:** any firm, company or person employed or engaged by Supplier during the Call-off Contract Term who has been engaged in the provision of the Services or the management of the Call-off Contract, either as principal, agent, employee, independent contractor or in any other form of employment or engagement, excluding any Consultant.

**SFIA:** skills framework for the information age.

**Tech Lead:** shall be the individual referred to in clause 2.2.

### 2. SUPPLIER GENERAL RESPONSIBILITIES

- 2.1. The Services shall be performed by the Consultants, who shall be provided by Supplier to the Buyer on an exclusive and full-time basis throughout the Term for such purposes.
- 2.2. Supplier shall appoint a Tech Lead who shall be responsible for providing the Consultants with support and guidance when providing the Services. Supplier may replace the Tech Lead from time to time where reasonably necessary in the interests of Supplier's business. Notwithstanding the foregoing, only Supplier's senior executive team (as notified to the Buyer in writing) has authority to contractually bind Supplier on all matters relating to the Services.

### 3. EMPLOYMENT OF THE CONSULTANTS

- 3.1. The Employment Contracts shall remain in force throughout the Call-off Contract Term.
- 3.2. Supplier will, on entering into the Call-off Contract, make the necessary changes to the terms of the Employment Contracts so that it can provide the Consultants to the Buyer in order to provide the Services to the Buyer.
- 3.3. The Buyer shall provide Supplier with such information and assistance as Supplier may reasonably require to carry out its obligations under the Employment Contracts, and Supplier in turn shall take all reasonable steps to ensure continued compliance with the Employment Contracts.
- 3.4. The Buyer shall not, and shall not require the Consultants to do anything that shall, breach the Employment Contracts and shall have no authority to vary the terms of the Employment Contracts or make any representations to the Consultants in relation to the terms of the Employment Contracts.
- 3.5. Supplier agrees that the Consultants shall not be required to undertake any work for Supplier during the Call-off Contract Term.
- 3.6. Any change in the Employment Contracts during the Call-off Contract Term shall be notified to the Buyer.

### 4. MANAGEMENT OF THE CONSULTANTS

- 4.1. Supplier shall continue to deal with any Management Issues concerning the Consultants during the Term and shall consult with the Buyer where appropriate.

- 4.2. The Buyer shall provide any information, documentation, access to its premises and employees and assistance (including but not limited to giving witness evidence) to Supplier to deal with any Management Issues concerning the Consultants, whether under the Buyer's internal procedures or before any court or tribunal. Supplier in turn agrees to reimburse the reasonable costs and expenses incurred by the Buyer in doing so subject to the prior approval of Supplier.
- 4.3. The Buyer shall have day-to-day control of the Consultants' activities but as soon as reasonably practicable shall refer any Management Issues concerning the Consultants that come to its attention to Supplier.
- 4.4. Both parties shall inform the other as soon as reasonably practicable of any other significant matter that may arise during the Term relating to the Consultants including, without limitation, their employment by Supplier and their performance of the Services.

## **5. LEAVE**

- 5.1. The Consultants shall continue to be eligible for sick pay, holiday pay and any absence entitlements in accordance with the Employment Contracts and shall remain subject to Supplier's approval and notification procedures.
- 5.2. Supplier shall notify the Buyer of any dates on which any of the Consultants take holiday.
- 5.3. Supplier shall notify the Buyer if any of the Consultants are or shall be absent from work for any reason as soon as reasonably practicable.
- 5.4. If any Consultant is going to be off work for more than 20 days Supplier and the Buyer may enter into an agreement under which Supplier provides a substitute.

## **6. EXPENSES**

The Charges exclude the cost of hotel, subsistence, travelling (outside of the Greater Manchester and/or Leeds region) and any other ancillary expenses reasonably incurred by Supplier in connection with the Services. Such items shall be paid by the Buyer to Supplier on a monthly basis.

## **7. INTELLECTUAL PROPERTY RIGHTS**

Supplier assigns to the Buyer with full title guarantee any Intellectual Property Rights created by the Consultants during the course of providing the Services to the Buyer during the Term and all materials embodying such rights to the fullest extent permitted by law, and will at the Buyer's request and cost provide those materials and execute all further documentation necessary to effect and confirm the Buyer's ownership of those rights.

## **8. CONSEQUENCES OF TERMINATION**

It is the intention of the parties that the Buyer may employ some or all of the Consultants after the termination of the Call-off Contract.

- 8.1.1. The parties acknowledge that the Transfer of Undertakings (Protection of Employment) Regulations ("**TUPE**") may apply on the termination of the Call-off Contract in respect of the Consultants.
- 8.1.2. Supplier agrees to bear any costs associated with the termination of the employment of the Consultants in the event that the Buyer provides reasonable notice to Supplier of any Consultants that they do not wish to retain or employ prior to the termination of the Contract and agrees to indemnify the Buyer for any costs or liabilities arising out of such termination.
- 8.1.3. In the event that the Buyer does employ or engage any of the Consultants after the termination date, without giving notice to Supplier prior to any such termination under clause 8.1.2, the Buyer agrees that it will be responsible for any employment, contractor or worker related costs or liabilities, relating to the continued employment or engagement of the Consultants or any termination of their employment or engagement after the termination of the Contract.

- 8.1.4. Supplier agrees that it will use reasonable endeavours to ensure that the Consultants are employed on contracts that are reasonably consistent with the employment contracts and terms of the Buyer on the basis that TUPE may apply on the termination of the Contract.

## **9. RESTRICTIVE COVENANTS**

- 9.1. The Buyer acknowledges and accepts that the Services performed under the Call-off Contract are highly specialised and that Supplier has invested significant time and financial resources when training and developing its employees and contractors (in particular, the Tech Lead). Consequently, in order to protect the legitimate business interests of Supplier, the Buyer has agreed to be bound by the covenants contained in this clause 9.
- 9.2. The Buyer covenants with Supplier for itself and for each Group Company that it shall not (and that each member of the Buyer's Group shall not), except with the prior written consent of Supplier:
  - 9.2.1. attempt to solicit or entice away; or
  - 9.2.2. entice away,from the employment or service of Supplier the services of any Restricted Person other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of Supplier.
- 9.3. The Buyer shall be bound by the covenant set out in clause 9.2 during the Call-off Contract Term and for a period of 18 months after the termination or expiry of the Call-off Contract.
- 9.4. Any consent given by Supplier in accordance with clause 9.2 shall be subject to the Buyer paying to Supplier:
  - 9.4.1. a sum equivalent to 20% of the then current annual remuneration of the Restricted Person or, if higher, 20% of the annual remuneration to be paid by the Buyer to that Restricted Person; and
  - 9.4.2. all recruitment and training fees that Supplier estimates (acting reasonably) that it will incur in order to procure, employ or engage and train a replacement individual (or individuals) for any Restricted Person to which it provides its written consent under clause 9.2.