

SCHEDULE 17 - APPROVED SUBCONTRACTORS

1. GENERAL PROVISIONS

- 1.1 This Schedule sets out the provisions governing the Contractor's use of Subcontractors in the performance of the Services under this Contract.
- 1.2 The Contractor shall remain responsible for all acts and omissions of its Subcontractors and the acts and omissions of those employed or engaged by the Subcontractors as if they were its own.

2. APPROVED SUBCONTRACTORS

- 2.1 As at the Commencement Date, the following Subcontractors are approved by the Authority for the provision of the corresponding elements of the Services:

Subcontractor Name	Company Registration Number	Registered Address	Services to be Provided
[To be completed following tender award]	[●]	[●]	[●]
[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]

3. PROCESS FOR APPROVING NEW SUBCONTRACTORS

- 3.1 **Request for Approval:** If the Contractor wishes to appoint a Subcontractor not listed in paragraph 2.1 above, it shall submit a written request to the Authority's Contract Manager providing the following information:
- The name, registered office, and company registration number of the proposed Subcontractor;
 - A description of the Services to be provided by the proposed Subcontractor;
 - The proposed commencement date and, if applicable, the expiry date of the relevant subcontract;
 - Details of the capability, competency and resource of the proposed Subcontractor to provide the relevant Services;
 - Details of the Contractor's internal approval process confirming that the proposed Subcontractor has been vetted and approved in accordance with the Contractor's usual supplier approval process; and
 - Any other information reasonably requested by the Authority.
- 3.2 **Authority's Decision:** Within fifteen (15) Business Days of receipt of the Contractor's request under paragraph 3.1, the Authority shall either:

- a) Approve the appointment of the proposed Subcontractor in writing (such approval not to be unreasonably withheld or delayed); or
- b) Reject the appointment of the proposed Subcontractor providing reasons for such rejection.

3.3 **Grounds for Rejection:** The Authority shall have reasonable grounds to reject a proposed Subcontractor if:

- a) The Subcontractor does not meet, or does not provide evidence that it meets, the selection criteria for the Services originally applied to the Contractor;
- b) The Authority has reasonable grounds to believe that the Subcontractor may prejudice the proper and timely delivery of the Services;
- c) There is a potential or actual conflict of interest;
- d) The Subcontractor is subject to any of the mandatory or discretionary exclusion grounds set out in the Public Contracts Regulations 2015 (as amended); or
- e) The use of the proposed Subcontractor would breach any legal requirement, including but not limited to the Public Contracts Regulations 2015 (as amended).

3.4 **Updated Schedule:** If the Authority approves a new Subcontractor, the Parties shall update this Schedule to include the details of the newly approved Subcontractor.

4. TERMINATION OF SUBCONTRACTS

4.1 The Authority may require the Contractor to terminate a subcontract where:

- a) The relevant Subcontractor has breached any applicable law;
- b) The relevant Subcontractor has caused or materially contributed to the Contractor's breach of this Contract;
- c) The relevant Subcontractor has failed to maintain any accreditation or license required to provide the Services; or
- d) The Authority has reasonable grounds to believe that circumstances exist which might entitle the Authority to terminate this Contract under Clause [Termination Clause Reference].

4.2 The Contractor shall terminate the relevant subcontract within thirty (30) days of receiving written notice from the Authority requiring such termination.

5. MANDATORY SUBCONTRACT PROVISIONS

5.1 The Contractor shall ensure that all subcontracts contain provisions:

- a) Requiring the Subcontractor to comply with all relevant laws and regulations;
- b) Requiring the Subcontractor to comply with all relevant provisions of this Contract, including but not limited to provisions relating to confidentiality, data protection, health and safety, equality and diversity, and anti-corruption;
- c) Granting the Authority rights of audit and inspection in respect of the Subcontractor that are equivalent to those granted in relation to the Contractor under this Contract;

- d) Requiring the Subcontractor to provide all reasonable cooperation and assistance required by the Authority in relation to the transition of the Services to a replacement contractor at the end of the Contract Period.

6. CHANGE OF CONTROL OF SUBCONTRACTOR

- 6.1 The Contractor shall notify the Authority in writing of any Change of Control of any Subcontractor within ten (10) Business Days of becoming aware of such Change of Control.
- 6.2 Following receipt of such notification, the Authority may, in its sole discretion, require the Contractor to terminate the relevant subcontract and replace the Subcontractor with a suitable alternative approved by the Authority.