

**RM6100 Technology Services 3
Framework Schedule 4 Annex 1
Lot 1 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 12/05/2022 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call-Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website (<https://www.crowncommercial.gov.uk/agreements/RM6100>). The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and Deliverables specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms.

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Schedule of Processing, Personal Data and Data Subjects;
4. Attachment 3 – Transparency Reports; and
5. Annex 1 – Call-Off Terms.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- a) the Framework, except Framework Schedule 18 (Tender);
- b) the Order Form and its Attachments;
- c) the Call-Off Terms; and
- d) Framework Schedule 18 (Tender).

Section A

General information

Contract Details	
Contract Reference:	C71381
Contract Title:	DHSC: NHSX: Covid Pass Service Design
Contract Description:	Contract for a service design and delivery partner who will support the Certification Programme as part of the nation's recovery from the Covid-19 pandemic.
Commencement Date: this should be the date of the last signature on Section D of this Order Form 12/05/2022	

Buyer details
Buyer organisation name Department of Health and Social Care
Billing address Your organisation's billing address - please ensure you include a postcode 39 Victoria Street London SW1H 0EU
Buyer representative name The name of your point of contact for this Order [REDACTED]
Buyer representative contact details Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 34.2 of the Contract. [REDACTED]
Buyer Project Reference Please provide the customer project reference number. C71381

Supplier details
Supplier name The supplier organisation name, as it appears in the Framework Agreement McKinsey & Company, Inc. United Kingdom
Supplier address

Supplier's registered address

The Post Building, 100 Museum Street, London, WC1A 1PB

Supplier representative name

The name of the Supplier point of contact for this Order

Supplier representative contact details

Email and telephone contact details of the supplier's representative

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

C71381

Section B

Part 1 - The Services Requirement

Commencement Date

See above in Section A

Contract Period

Six (6) months, with option to extend for up to 2 periods of 3 months.

Services

The Supplier shall provide the following Services to the Buyer:

1.1 Service Design

- Coordination and management of the Service Design requirements across the COVID Pass Programme.
- Content Design - Including content reviews and content strategy.
- Provision of due diligence on current service design.
- Interlock the service design function as a core capability in the Programme.
- Support the buyer to develop an overarching Service Design Strategy across the COVID Pass programme.
- Support the buyer to develop the overarching end to end service design across the programme and products.
- Identity and create clear problem statements that the service may look to resolve to either enhance and improve the service (continuous improvement) or to implement efficiencies across each of our product offering - Web, Mobile and 119.
- Delivers a view of the end - end user journeys across all the delivery teams creating that single view.
- This service design is then to feed into the product backlog of work so that there is clear product iteration and technical build.

1.2 Product Delivery

- Support the delivery of a clear channel strategy for the next 12 months that breaks down product offer, product position and overall directions for national channels [NHS App, NHS Login, NHS.UK 119 services].
- To work with BA team to feed requirements into the backlog and ensure product iterations are demonstrated.

- To define and co-ordinate the user research / insight approach that informs product iteration for the programme as required - the intention is for this to be a call off service.
- Support the development and delivery of end-to-end user journeys across all programme service teams, and all product functionalities (For example, Digital, Inclusive and Domestic offerings).
- Coordination and management of the Service Design requirements across the COVID Pass Programme.
- Works with BAs to understand key risks / issues / unhappy paths.
- Works across the programme to highlight plan & requirements for each release.

The Services are more particularly described in Attachment 1 (Services Specification).

Deliverables

The Supplier shall provide the following Deliverables to the Buyer as part of the Services:

- Service design strategy options covering 4 products: NHS APP, NHS.UK, Inclusive Service (119), Verifier App (Scanner).
- End to end design documented and updated with each release, this is critical requirement and will be a priority.
- Supporting packs for each release.
- This will include the following use cases but not limited to; domestic, international (both digital and non-digital), trials, Third Party Applications, Oversees Applicants.
- Clear strategy for edge cases (e.g., people without NHS numbers, maiden names etc.).
- channel strategy options for all product components for the 4 products and a prioritised/sequenced integration of these into the backlog.
- A clear view of Live Service Management in these areas including complainants and feedback as part of the end-to-end Service Design.
- Support on refining the backlog (prioritisation, acceleration, etc.) and streamlining/de-duplicating processes and operating model ensuring any service or product deliverable are clearly part of the backlog and roadmap.
- Single view of the product and technical requirements for the post reopening world and associated possible operating model to deliver.
- Input into the programme roadmap for the next 6-12 months.
- Support with implementation of some aspects of the programme, including capability building.
- Close working with the delivery teams to create a blended team including working with the architects.
- Supporting decks for the SLT on service and product updates.
- User research will be an optional service so consideration on how this could be provided as a call off service as and when required

There will be a fortnightly scoping review with SLT. This will use the programme roadmap and backlog as informing artefacts. The output of this session will be agreement as to what items will be prioritised going forward.

The programme takes ministerial and policy direction from DHSC. Should the COVID Pass requirements change, the roadmap and backlog would be planned accordingly.

The Deliverables are more particularly described in Attachment 1 (Services Specification).

Sites for the provision of the Services

The Supplier shall provide the Services and/or Deliverables from the following Sites:

Buyer Premises:

The service will be carried out remotely, with some attendance maybe required for workshop in London or Leeds.

Supplier Premises:

Not Applicable

Third Party Premises:

Not Applicable

Additional Standards

Not Applicable

Key Supplier Personnel

Guidance Note: see Clauses 6.4 – 6.8 of the Call-Off Terms. Include any Key Supplier Personnel (and their Key Roles).

Key Supplier Personnel	Key Role(s)	Duration

Buyer Property

Not Applicable

Buyer Security Policy



Information Risk
Management Policy.d



Data Protection
Policy.docx



Information-Security- DHSC-Acceptable-Us
Policy.docx



e-Policy-1.0-FINAL.do

Buyer Enhanced Security Requirements

Not applicable.

Insurance

Third Party Public Liability Insurance (£) – Not applicable

Professional Indemnity Insurance (£) – Not applicable

Key Sub-Contractors

Not applicable.

Part 2 – Charges, Payment and Invoicing

Contract Charges (excluding VAT)

£2,250,000.00

The Call-Off Contract Charges are on a fixed price basis excluding VAT (inclusive of all expenses). This sum of £2,250,000.00 covers the period to end September 2022. A further fixed fee(s) will need to be agreed in the event the Buyer extends the Contract beyond the end of September.

This Call-Off Contract, and the work carried out in relation to it, shall be deemed a Tier 1 contract (following the Crown Commercial Service's Information Note 05/16 on "Open Book Contract Management" and the accompanying OBCM guidance) and accordingly the parties agree that the Buyer's audit and inspection rights under clauses 18.6.2, 18.6.3 and 18.6.8 of the Framework Agreement and equivalent rights in the Call-Off Contract terms, including but not limited to clauses 16.3.3 and 16.3.5 of the Call Off Contract shall not apply.

For the avoidance of doubt, the Supplier will not keep accurate records of time spent per consultant grade and will not make them available for inspection or invoicing purposes.

All Charges shall be payable by the Buyer in accordance with the Payment Profile set out below.

Payment Profile

The payment profile for this Contract is monthly in arrears

Invoice Details

The Supplier will issue Electronic Invoices in accordance with the agreed Payment Profile.

All invoices must be sent to:

[REDACTED]

All invoices must include:

A valid purchase order number (PO Number)

Method of Payment

The payment method for this Contract is **BACS**

Contract Anticipated Potential Value: **£2,250,000.00** (This sum of £2,250,000.00 covers the period to end September 2022.)

Part 3 – Additional and Alternative Buyer Terms

Additional Schedules and Alternative Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lot 1.

Additional Schedules

Additional Schedules	Tick as applicable
S1: Business Continuity and Disaster Recovery	n/a
S2: Continuous Improvement	n/a
S3: Supply Chain Visibility	n/a

Where selected above the Additional Schedules set out in document RM6100 Additional Terms and Conditions Lot 1 shall be incorporated into this Contract.

Alternative Clauses

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	n/a
Northern Ireland Law	n/a

Liability

Not applicable.

Termination for Convenience

Not applicable.

Section C Supplier response

Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

Supplier's Proposal, Supplier pricing breakdowns, Supplier Background Intellectual Property Rights, Supplier personal data.

Section D

Contract award

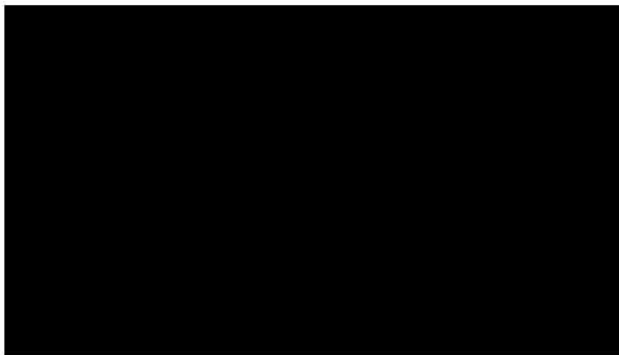
This Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

***For and on behalf of the Supplier**



***For and on behalf of the Buyer**



Attachment 1 – Services Specification



Attachment 3 – Service Description

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Attachment 2 – Schedule of Processing, Personal Data and Data Subjects

Not Applicable as the Supplier shall not be authorised to process any Personal Data under this Contract.

Attachment 3 – Transparency Reports

Title	Content	Format	Frequency
[Performance]	[]	[]	[]
[Charges]	[]	[]	[]
[Key Sub-Contractors]	[]	[]	[]
[Technical]	[]	[]	[]
[Performance management]	[]	[]	[]

Annex 1 – Call-Off Terms and Additional Schedules and Alternative Clauses

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1. DEFINITIONS

- 1.1 In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in these Call-Off Terms and in particular Schedule 1 (Definitions).
- 1.2 If no meaning is given to a capitalised expression in this Contract, it shall, in the first instance, be interpreted in accordance with the Order Form and related documents and otherwise in accordance with common interpretation within the relevant services sector/industry where appropriate.

2. INTERPRETATION

- 2.1 In this Contract, unless the context otherwise requires:
 - 2.1.1 the singular includes the plural and vice versa;
 - 2.1.2 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 2.1.3 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 2.1.4 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 2.1.5 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form and expressions referring to writing shall be construed accordingly;
 - 2.1.6 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of this Contract and references in any Schedule to paragraphs, parts, annexes and tables are, unless otherwise provided, references to the paragraphs, parts, annexes and tables of the Schedule or the part of the Schedule in which the references appear;
 - 2.1.7 the headings in this Contract are for ease of reference only and shall not affect the interpretation or construction of this Contract; and
 - 2.1.8 any reference which immediately before Exit Day was a reference to (as it has effect from time to time):
 - (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as



they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

2.2 In the event and to the extent only of a conflict between the Order Form, these Call-Off Terms and the provisions of the Framework, the conflict shall be resolved in accordance with the following descending order of precedence:

- 2.2.1 the Framework, except Framework Schedule 18 (Tender);
- 2.2.2 the Order Form (including Attachments);
- 2.2.3 these Call-Off Terms; and
- 2.2.4 Framework Schedule 18 (Tender).

2.3 Where Framework Schedule 18 (Tender) contains provisions which are more favourable to the Buyer in relation to this Contract such provisions of the Tender (as applicable) shall prevail. The Buyer shall in its absolute and sole discretion determine whether any provision in the Tender and/or this Contract is more favourable to it in this context.

3. WARRANTIES AND REPRESENTATIONS

3.1 The Supplier warrants and represents that:

- 3.1.1 it has full capacity and authority to enter into and to perform this Contract and this Contract is executed by its authorised representative;
- 3.1.2 it is a legally valid and existing organisation incorporated in the place it was formed;
- 3.1.3 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform this Contract;
- 3.1.4 it maintains all necessary rights, authorisations, licences and consents to perform its obligations under this Contract;
- 3.1.5 it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract;
- 3.1.6 it is not impacted by an Insolvency Event; and
- 3.1.7 all statements made and documents submitted by the Supplier as part of the procurement of the Services and Deliverables under this Contract are true and accurate.



4. **CONTRACT PERIOD**

This Contract shall take effect on the Commencement Date specified in the Order Form and shall unless terminated earlier under the terms of this Contract, shall continue until expiry of the Contract Period as specified in the Order Form.

5. **PROVISION AND RECEIPT OF THE SERVICES AND DELIVERABLES**

- 5.1 The Supplier shall ensure the Services and Deliverables comply with the Services Specification set out or referred to in the Order Form.
- 5.2 The Supplier shall perform the Services and provide the Deliverables:
 - 5.2.1 in accordance with all applicable Laws;
 - 5.2.2 using Good Industry Practice; and
 - 5.2.3 in accordance with any milestones, dates and/or timescales specified in the Order Form for such performance or provision or, in the absence of such dates or timescales, in a prompt and timely manner.
- 5.3 In its performance of its obligations under this Contract (including provision of the Services and Deliverables) the Supplier shall at all times comply with the applicable provisions of the Framework and this Contract including the Schedules.
- 5.4 The Supplier shall take reasonable steps to ensure that the in the performance of its obligations under this Contract (including provision of the Services and Deliverables) it does not disrupt the Buyer's operations, employees or other contractor engaged by the Buyer.
- 5.5 The Supplier shall be responsible, at its own cost, for the provision of all the Supplier Equipment and any other items necessary for the provision of the Services and Deliverables.
- 5.6 The Supplier shall provide the Services at the Sites.
- 5.7 In its receipt of the Services and use of the Deliverables the Buyer shall at all times comply with the provisions of this Contract.
- 5.8 In their dealings under this Contract the Parties shall at all times behave and act reasonably and in good faith towards each other.
- 5.9 In providing the Services and the Deliverables, the Supplier shall operate as, and have the status of, an independent contractor and shall not operate or have the status of agent, employee or representative of the Buyer.
- 5.10 All Deliverables provided by the Supplier under this Contract shall be deemed to be completed once written notification has been received by the Supplier from the Buyer confirming that such Deliverables are accepted.
- 5.11 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Services with a view to reducing the Buyer's costs (including the



Charges) and/or improving the quality and efficiency of the Services and their supply to the Buyer.

- 5.12 The Supplier must adopt a policy of continuous improvement in relation to the Services, which must include regular reviews with the Buyer of the Services and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

6. SUPPLIER PERSONNEL

Supplier Personnel

- 6.1 The Supplier shall ensure that all Supplier Personnel involved in the performance of this Contract:
- 6.1.1 are adequately trained and suitably qualified and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
 - 6.1.2 are vetted in accordance with Good Industry Practice and, where applicable, the Security Policy and Standards; and
 - 6.1.3 comply with any reasonable instructions issued by the Buyer from time to time.
- 6.2 The Supplier shall:
- 6.2.1 provide a list of the names of all Supplier Personnel requiring admission to the Buyer's Premises, specifying why they require admission and giving such other particulars as the Buyer may reasonably require;
 - 6.2.2 where requested by the Buyer, replace any Supplier Personnel whose acts or omissions have caused the Supplier to breach Clause **PREVENTING FRAUD BRIBERY AND CORRUPTION**;
 - 6.2.3 procure that the Supplier Personnel shall vacate the Buyer Premises immediately on completion of the Services or termination or expiry of this Contract (whichever is the earlier);
 - 6.2.4 be liable at all time for all acts or omissions of the Supplier Personnel, so that any act or omission of any Supplier Personnel which results in a Default under this Contract shall be a Default by the Supplier; and
 - 6.2.5 indemnify the Buyer against all claims brought by any person employed by them arising from any act or omission of the Supplier and/or any Supplier Personnel.
- 6.3 If the Buyer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Contract, it may, by giving written notice to the Supplier:
- 6.3.1 refuse admission to the relevant person(s) to the Buyer's Premises; and/or



- 6.3.2 require that the Supplier replace as soon as reasonably practicable any such relevant person(s) with a suitably qualified alternative and procure that any security pass issued by the Buyer to the relevant person(s) replaced is surrendered,

and the Supplier shall comply with any such notice.

Key Supplier Personnel

- 6.4 The Supplier shall ensure that the Key Supplier Personnel fulfil the Key Roles at all times during the Contract Period.
- 6.5 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall for the purposes of this Contract be included on the list of Key Supplier Personnel.
- 6.6 The Supplier shall not and shall procure that any Sub-Contractor shall not remove or replace any Key Supplier Personnel unless:
- 6.6.1 requested to do so by the Buyer or the Supplier obtains the Buyer's prior written consent to such removal or replacement (such consent not to be unreasonably withheld or delayed);
 - 6.6.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 6.6.3 the person's employment or contractual arrangement with the Supplier or Sub-Contractor is terminated for material breach of contract by the employee.
- 6.7 The Supplier shall:
- 6.7.1 notify the Buyer promptly of the absence of any Key Supplier Personnel (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 6.7.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 6.7.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Supplier Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Supplier Personnel's employment contract, this will mean at least three (3) Months' notice;
 - 6.7.4 ensure that all arrangements for planned changes in Key Supplier Personnel provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Services and Deliverables; and
 - 6.7.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Supplier Personnel whom he or she has replaced.



- 6.8 The Buyer may require the Supplier to remove or procure that any Sub-Contractor shall remove any Key Supplier Personnel that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Supplier Personnel.

7. STANDARDS

The Supplier shall at all times during the Contract Period comply with the Standards and maintain, where applicable, accreditation with the relevant Standards' authorisation body.

8. BUYER PREMISES

- 8.1 If specified in the Order Form, the Buyer shall provide the Supplier with reasonable access at reasonable times to the Buyer Premises for the purpose of supplying the Services. All Supplier Equipment, tools and/or vehicles brought onto the Buyer's Premises by the Supplier and/or the Supplier Personnel shall be at the Supplier's risk.
- 8.2 If the Supplier supplies all or any of the Services at or from the Buyer Premises, on completion of the Services or termination or expiry of this Contract (whichever is the earlier) the Supplier shall vacate the Buyer Premises, remove the Supplier Equipment and leave the Buyer Premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Buyer Premises which is caused by the Supplier or any Supplier Personnel, other than fair wear and tear.
- 8.3 The Buyer shall be responsible for maintaining the security of the Buyer Premises. While on the Buyer Premises the Supplier shall, and shall procure that all Supplier Personnel shall, comply with:
- 8.3.1 all reasonable conduct requirements of the Buyer;
 - 8.3.2 the Buyer's current health and safety and environmental policies as provided in advance to the Supplier; and
 - 8.3.3 the Security Policy, or in the absence of such policy, the Buyer's reasonable security requirements notified to the Supplier from time to time.

9. BUYER PROPERTY

- 9.1 Without prejudice to Clause The Supplier shall be responsible, at its own cost, for the provision of all the Supplier Equipment and any other items necessary for the provision of the Services and Deliverables., any Buyer Property provided by the Buyer for the purposes of this Contract shall remain the property of the Buyer and shall be used by the Supplier and the Supplier Personnel only for the purpose of carrying out their obligations under this Contract. Such Buyer Property shall be returned promptly to the Buyer on expiry or termination of this Contract.
- 9.2 The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the provision of the Services, in accordance with the Security Policy, or in the absence of such policy, the Buyer's reasonable security requirements notified to the Supplier from time to time.



- 9.3 The Supplier shall be liable to the Buyer for all loss of or damage to the Buyer Property (other than deterioration resulting from normal and proper use) caused by the Supplier or any Supplier Personnel. Buyer Property supplied by the Buyer shall be deemed to be in a good condition when received by the Supplier or relevant Supplier Personnel unless the Buyer is notified otherwise in writing within five (5) Working Days of receipt of such Buyer Property.

10. CHARGES, PAYMENT AND INVOICING

- 10.1 In consideration of the Supplier carrying out its obligations under this Contract, including the provision of the Services and Deliverables, the Buyer shall pay the undisputed Charges.
- 10.2 The Charges for Services and Deliverables payable by the Buyer during the Contract Period shall be calculated using the relevant pricing information, payment profile, invoicing frequency, invoicing information and payment method set out or referred to in the Order Form and Framework Schedule 3 (Framework Prices and Charging Structure) as these apply to the relevant Services and Deliverables. Where Charges are expressed in the Order Form to be payable based on milestones, the Supplier shall only be entitled to invoice the Buyer upon receipt of the Buyer's written confirmation that the relevant milestone has been achieved.
- 10.3 The Supplier shall invoice the Charges to the Buyer in accordance with this Clause **CHARGES, PAYMENT AND INVOICING** and the Order Form and the Buyer shall pay all sums properly due and payable to the Supplier within thirty (30) days of receipt of a valid invoice using the payment method specified in the Order Form. The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 10.4 Where the Supplier enters into a Sub-Contract wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract the Supplier shall pay any undisputed sums which are due from the Supplier to the relevant Sub-Contractor, under that Sub-Contract within thirty (30) days from the receipt of a valid invoice. If the Supplier fails to comply with this Clause **Error! Not a valid bookmark self-reference.**, the Buyer may publish the details of the late payment or non-payment.
- 10.5 Unless otherwise agreed in the Order Form, the Charges include all costs and expenses relating to the Services and Deliverables and no further amounts shall be payable by the Buyer to the Supplier in respect of such Services and Deliverables.
- 10.6 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate (with visibility of the amount as a separate line item) as applicable and paid by the Buyer following delivery of a valid invoice.
- 10.7 The Buyer may retain or set off any amount owed to it by the Supplier (including any Buyer's Existing Entitlement) against any amount due to the Supplier under this Contract or under any other agreement between the Supplier and the Buyer.
- 10.8 If the Buyer wishes to exercise its right pursuant to Clause The Buyer may retain or set off any amount owed to it by the Supplier (including any Buyer's Existing Entitlement) against any amount due to the Supplier under this Contract or under any other agreement between



the Supplier and the Buyer. it shall give notice to the Supplier, setting out the Buyer's reasons for retaining or setting off the relevant Charges.

11. INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS

11.1 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the Supplier shall:

11.1.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 (including IR35) and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and

11.1.2 indemnify the Buyer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Services and/or Deliverables by the Supplier or any Supplier Personnel.

11.2 In the event that any one of the Supplier Personnel is a Worker who receives consideration relating to the Services and/or Deliverables, then, in addition to its obligations under Clause Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the Supplier shall: the Supplier shall ensure that its contract with the Worker contains the following requirements:

11.2.1 that the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates how the Worker complies with the requirements of Clause Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the Supplier shall; or why those requirements do not apply to it. In such case, the Buyer may specify the information which the Worker must provide and the period within which that information must be provided;

11.2.2 that the Worker's contract may be terminated at the Buyer's request if:

- (a) the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer; or
- (b) the Worker provides information which the Buyer considers is inadequate to demonstrate how the Worker complies with Clause Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the Supplier shall: or confirms that the Worker is not complying with those requirements;



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- 11.2.3 that the Buyer may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.

12. LIABILITIES

- 12.1 Each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) shall not exceed the greater of one million pounds (£1,000,000) (or such greater sum (if any) as may be specified in the Order Form) or one hundred and fifty per cent (150%) of the Charges paid and/or due to be paid in that Contract Year.
- 12.2 Neither Party is liable to the other for:
- 12.2.1 any indirect Losses; or
- 12.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 Notwithstanding Clauses Each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) shall not exceed the greater of one million pounds (£1,000,000) (or such greater sum (if any) as may be specified in the Order Form) or one hundred and fifty per cent (150%) of the Charges paid and/or due to be paid in that Contract Year. and Neither Party is liable to the other for:, neither Party limits or excludes:
- 12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors;
- 12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- 12.3.3 any liability that cannot be excluded or limited by Law; or
- 12.3.4 in respect of the Supplier only, its liability pursuant to the indemnities in Clauses indemnify the Buyer against all claims brought by any person employed by them arising from any act or omission of the Supplier and/or any Supplier Personnel., indemnify the Buyer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Services and/or Deliverables by the Supplier or any Supplier Personnel. and The Supplier shall, during and after the Contract Period, on written demand, indemnify the Buyer against all Losses incurred by, awarded against or agreed to be paid by the Buyer (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim..
- 12.4 Notwithstanding Clause Each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) shall not exceed the greater of one million pounds (£1,000,000) (or such greater sum (if any) as may be specified in the Order Form) or



one hundred and fifty per cent (150%) of the Charges paid and/or due to be paid in that Contract Year. but subject to Clause 12.2, the Supplier's liability in respect of Losses arising from a breach of the Data Protection Legislation that is caused by the Supplier's Default shall in no event exceed in aggregate ten million pounds (£10,000,000).

12.5 Each Party must use all reasonable endeavours to mitigate any Losses which it suffers under or in connection with this Contract, including any indemnities.

12.6 When calculating the Supplier's liability under Clause Each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) shall not exceed the greater of one million pounds (£1,000,000) (or such greater sum (if any) as may be specified in the Order Form) or one hundred and fifty per cent (150%) of the Charges paid and/or due to be paid in that Contract Year. any items specified in Clause Notwithstanding Clause Each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) shall not exceed the greater of one million pounds (£1,000,000) (or such greater sum (if any) as may be specified in the Order Form) or one hundred and fifty per cent (150%) of the Charges paid and/or due to be paid in that Contract Year. but subject to Clause 12.2, the Supplier's liability in respect of Losses arising from a breach of the Data Protection Legislation that is caused by the Supplier's Default shall in no event exceed in aggregate ten million pounds (£10,000,000). will not be taken into consideration.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Neither Party shall acquire any right, title or interest in or to the Existing IPR of the other Party or its licensors. Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

13.2 The Supplier grants to the Buyer a royalty-free, non-exclusive, perpetual, irrevocable, transferable licence to use and sub-licence the Supplier's Existing IPR for any purpose relating to the Services and/or receipt and use of the Deliverables or for any purpose relating to the exercise of the Buyer's business or function.

13.3 Any New IPR shall vest in the Buyer. The Supplier assigns to the Buyer with full guarantee (or shall procure from the first owner the assignment to the Buyer), title to and all rights and interest in the New IPR. The assignment under this Clause Any New IPR shall vest in the Buyer. The Supplier assigns to the Buyer with full guarantee (or shall procure from the first owner the assignment to the Buyer), title to and all rights and interest in the New IPR. The assignment under this Clause shall take effect as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant New IPR and the Supplier shall promptly execute all such assignments as are required to ensure that any rights in the New IPR are properly transferred to the Buyer.

13.4 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer's Existing IPR and New IPR solely to the extent necessary for providing the Services in accordance with this Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that: