**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**

# Order Form

|  |  |
| --- | --- |
| CALL-OFF REFERENCE:   | SR1933153589 Unique Customer Record Entity Resolution COTS Contract  |
| THE BUYER:   | The Commissioners for His Majesty’s Revenue and Customs (HMRC)  |
| BUYER ADDRESS  | HM Revenue & Customs, 100 Parliament Street, |
|    | London, SW1A 2BQ |
| THE SUPPLIER:  | Quantexa Limited  |
| SUPPLIER ADDRESS: | Hill House, 1 Little New Street, London EC4A 3TR  |
| REGISTRATION NUMBER: | 10045407 |
| DUNS NUMBER:  | 221618847  |

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 19 September 2024.

It’s issued under the Framework Contract with the reference number RM6259 for the provision of Vertical Application Solutions.

CALL-OFF LOT(S):

**Lot 5**

CALL-OFF INCORPORATED TERMS

This is a Bronze Contract.

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6259
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

* + Joint Schedules for RM6259 o Joint Schedule 2 (Variation Form) o Joint Schedule 3 (Insurance Requirements) o Joint Schedule 4 (Commercially Sensitive Information)
		- Joint Schedule 6 (Key Subcontractors)
		- Joint Schedule 7 (Financial Difficulties) [including Annex 5 –

Optional Terms for Bronze Contracts] – Not used o Joint Schedule 10 (Rectification Plan)

* + - Joint Schedule 11 (Processing Data)
		- Joint Schedule 12 (Supply Chain Visibility)

* + Call-Off Schedules for **RM6259**
		- Call-Off Schedule 1 (Transparency Reports) o Call-Off Schedule 2 (Staff Transfer) o Call-Off Schedule 3 (Continuous Improvement)
		- Call-Off Schedule 5 (Pricing Details) o Call-Off Schedule 6 (ICT Services) o Call-Off Schedule 7 (Key Supplier Staff)
		- Call-Off Schedule 8 (Business Continuity and Disaster Recovery) –

Part B Short Form o Call-Off Schedule 9 (Security) Part A Long Form Security

 Requirements

* + - Call-Off Schedule 10 (Exit Management) – Part B Short Form
		- Call-Off Schedule 13 (Implementation Plan and Testing) o Call-Off Schedule 14 (Service Levels) o Call-Off Schedule 15 (Call-Off Contract Management) o Call-Off Schedule 20 (Call-Off Specification)
		- Call-Off Schedule 23 (HMRC Terms)
	1. CCS Core Terms (version 3.0.11)
	2. Joint Schedule 5 (Corporate Social Responsibility) RM6259
	3. Call-Off Schedule 24 (Supplier-Furnished Terms)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

1. Clause 4.9 of the Core Terms is deleted
2. Clause 8.1 (e) of the Core Terms shall not apply where the obligation to maintain any license or consent is a lawful obligation of the Buyer or is agreed as an obligation of the Buyer under the Call Off Contract
3. Any enhancements or modifications to the Licensed Software or Existing IPRs shall not be considered Goods or Specifically Software or New IPR.
4. Notwithstanding any other term in the Framework, Core Terms or Call-Off Contract, all Intellectual Property Rights in and to the Supplier Confidential

Information, the Documentation, the Licensed Software together with any COTS Software will at all times remain vested in and be the exclusive property of Supplier and its Affiliates or its licensors, as applicable.

1. No perpetual licence is granted in respect of the Licensed Software. The licence terms set out in [Annex 2 to Call Off Schedule 24 (Supplier Furnished Terms) shall apply to the Licenced Software under this Call-Off Contract. In the event of conflict between the Core Terms,  and the Supplier software licence terms under Annex 2 of Call Off Schedule 24 (Supplier Furnished Terms, the Supplier software licence terms in Annex 2 of Call Off Schedule 24

(Supplier Furnished Terms) take precedence

1. Clause 10.2.2 of the Core Terms shall only apply in respect of the

Implementation Services (Scope A) and Application Support Services (Scope C – to be added to this Call Off Contract by the parties via a Variation).

1. Clause 11.4 of the Core Terms is amended to add the following:

**11.4 (e)-**its liability for breach of Clause 15 (What you must keep confidential) or the infringement of the other party’s IPR’s

1. The Data Protection Liability Cap for this Call-Off Contract shall be £5Million (Five Million Pounds) in the aggregate .
2. Clause 14.3 of the Core Terms is deleted
3. Clause 14.6 of the Core Terms is deleted

|  |  |  |
| --- | --- | --- |
| CALL-OFF START DATE:   |   | **19 September 2024**  |
| CALL-OFF EXPIRY DATE:   |   | **18 September 2026**  |
| CALL-OFF INITIAL PERIOD:  |   | **2 Years**  |

CALL-OFF DELIVERABLES

## Purpose

Quantexa have been engaged to deliver a Quantexa solution to deliver the HMRC requirement for an entity resolution solution to create unique customer records (UCR) from multiple tax systems (Head of Duty systems). This solution will feed the new Central Customer Registry (CCR) to provide a ‘single version of the truth’ with regards to both individual and organisation taxpayers. The UCR will be used by HMRC for tax compliance, customer outreach, and streamlining online services through use of a single account for all tax reporting purposes.

Scope A – Implementation and Deployment

Scope B – Licensing of COTS Software

Full details of each Scope is set out in Call-Off Schedule 20 (Call-Off Specification)

The parties intend to include ‘Application Support’ services (Scope C) to this Call off Contract, using the Variation procedure following commencement of this Call-Off Contract.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

REDACTED TEXT

The Buyer will be billed monthly in arrears based on the number of days worked by the Supplier’s delivery team in accordance with the roles and day rates in the table below and up to the value of the Maximum Capped Fees. The table below shows the expected resource profile and the delivery of the Implementation and Deployment Services is subject to the provisions of Call Off Schedule 20 (Specification).

Expenses shall be separately chargeable subject to prior agreement with HMRC in accordance with HMRC’s Travel and Subsistence Expenses Policy. The parties agree that where travel to a HMRC location is required outside of London, expenses may be recoverable subject to the prior agreement with HMRC (not to be unreasonably withheld).

 REDACTED TEXT

**Scope B (Licensing of COTS Software) Charges – Fixed Price**

The total license fees for each Contract Year are payable yearly in advance.

REDACTED TEXT

**Estimated Charges for Scope C (Application Support)**

REDACTED TEXT.

REIMBURSABLE EXPENSES

Applicable to Scope A as agreed with HMRC in advance.

PAYMENT METHOD

The Buyer operates with the SAP Ariba Buying and Invoicing platform internally badged as myBUY, therefore the Supplier will be obliged to receive Purchase Orders from and transact invoices back to the Buyer over the SAP Ariba network.

BUYER’S INVOICE ADDRESS:

REDACTED TEXT

BUYER’S AUTHORISED REPRESENTATIVE

REDACTED TEXT

BUYER’S ENVIRONMENTAL POLICY

**N/A**

BUYER’S SECURITY POLICY

Included in Call-Off Schedule 9 (Security)

SUPPLIER’S AUTHORISED REPRESENTATIVE

REDACTED TEXT

SUPPLIER’S CONTRACT MANAGER

REDACTED TEXT

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month or as otherwise agreed by the parties.

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter or as otherwise agreed by the parties.

KEY STAFF

REDACTED TEXT

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

 Pricing, Software, Documentation, and Special Terms agreed in this Call Off Contract.

SERVICE CREDITS

Not applicable to the Implementation and Deployment (Scope A) and Licensing of COTS Software (Scope B) services.

SOCIAL VALUE COMMITMENT

Not applicable

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:**  | **For and on behalf of the Buyer:**  |
| Signature:  |  REDACTED TEXT | Signature:  |  REDACTED TEXT |
| Name:  |  REDACTED TEXT | Name:  |  REDACTED TEXT |
| Role:  |  REDACTED TEXT | Role:  |  REDACTED TEXT |
| Date:  |  REDACTED TEXT | Date:  |  REDACTED TEXT |

**Call-Off Schedule 1 (Transparency Reports)** Call-Off Ref:

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# Call-Off Schedule 1 (Transparency Reports)

1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1

[(https://www.gov.uk/government/publications/procurement-policy-note-0117update-to-transparency-principles)](https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.

1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.

1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Framework Ref: RM6259

Project Version: v1.0

Model Version: v3.0

**Call-Off Schedule 1 (Transparency Reports)** Call-Off Ref:

Crown Copyright 2022

# Annex A: List of Transparency Reports

|  |  |  |  |
| --- | --- | --- | --- |
| **Title**   | **Content**   | **Format**   | **Frequency**   |
| Performance metrics  | Report on performance metrics and KPIs including any underperformance and mitigation actions  | Excel  | Quarterly  |
| Call-Off Contract Charges  | Quarterly Contract Charges  | Excel  | Quarterly  |
| Key Subcontractors and supply chain governance  | Checks on sub-contractors and supply chain governance  | Excel  | Quarterly (as applicable)  |
| Technical  | Report and issues log for technical delivery  | Excel  | Weekly (in respect of Scope A Implementation and Deployment)  |

Framework Ref: RM6259

Project Version: v1.0

Model Version: v3.0

# Call-Off Schedule 3 (Continuous Improvement)

## 1. Buyer’s Rights

1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

## 2. Supplier’s Obligations

2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer’s costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.

2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables 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 Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year (**"Continuous Improvement Plan"**) for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:

2.3.1 identifying the emergence of relevant new and evolving technologies;

2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);

2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and

2.3.4 measuring and reducing the sustainability impacts of the

Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one

hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.

2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.

2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:

2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and

2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.

2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.

2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.

2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.

2.12 At any time during the Contract Period of the Call-Off Contract, both the Buyer and the Supplier may, respectively, make a proposal in writing for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of

the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

**Off Schedule 4 (Call-Off Tender)** Off Ref:

Crown Copyright2023

Framework Ref: RM6335 Project Version:

v1.0

 14

Model Version: v3.1

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# Call-Off Schedule 5 (Pricing Details)

**Scope A Fees (Capped Time and Materials)**

**REDACTED TEXT**

**Scope B Fees (Fixed Price)**

REDACTED TEXT

## Scope C Fees (to be confirmed via a Variation)

**Call-Off Schedule 6 (ICT SERVICES)**

### 1. Definitions

1.1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **"Buyer Property"**  | the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract; |
| **"Buyer Software"**  | any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables; |
| **"Buyer System"**  | the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables; |
| **“Commercial off the shelf Software” or “COTS Software”**  | non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;  |
| **"Defect"**  | any of the following: 1. any error, damage or defect in the manufacturing of a Deliverable; or
2. any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or
 |
|  | c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract; or  |

d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

|  |  |
| --- | --- |
| **"Emergency** **Maintenance"**  | ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;  |
| **"ICT Environment"**  | the Buyer System and the Supplier System;  |
| **"Licensed Software"**  | all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Contract, including any COTS Software;  |
| **"Maintenance** **Schedule"**  | has the meaning given to it in Paragraph 8 of this Schedule;  |
| **"Malicious Software"**  | any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;  |
| **"New Release"**  | an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;  |
| **"Open Source** **Software"**  | computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any  |

and all persons and for any and all purposes free of charge;

|  |  |
| --- | --- |
| **"Operating** **Environment"**  | means the Buyer System and any premises (including the Buyer Premises, the Supplier’s premises or third-party premises) from, to or at which: 1. the Deliverables are (or are to be) provided; or
2. the Supplier manages, organises or otherwise directs the provision or the use of the

Deliverables; or 1. where any part of the Supplier System is situated;
 |
| **"Permitted** **Maintenance"**  | has the meaning given to it in Paragraph 8.2 of this Schedule;  |
| **"Quality Plans"**  | has the meaning given to it in Paragraph 6.1 of this Schedule;  |
| **"Sites"**  | has the meaning given to it in Joint Schedule 1 (Definitions), and for the purposes of this Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;  |
| **"Software"**  | Specially Written Software, COTS Software and non-COTS Supplier and third-party software;  |
| **"Software Supporting** **Materials"**  | has the meaning given to it in Paragraph 9.1 of this Schedule;  |
| **"Source Code"**  | computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;  |
| **"Specially Written** **Software"**  | any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, excluding any modifications or enhancements to COTS  |

Software. For the avoidance of doubt Specially

Written Software does not constitute New IPR;

**"Supplier System"** the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System).

### 2. When this Schedule should be used

2.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.

### 3. Buyer due diligence requirements

3.1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;

3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;

3.1.2. operating processes and procedures and the working methods of the Buyer;

3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and

3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

3.2. The Supplier confirms that it has advised the Buyer in writing of:

3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;

3.2.2. the actions needed to remedy each such unsuitable aspect; and

3.2.3. a timetable for and the costs of those actions.

1. **Licensed software warranty**
	1. The Supplier represents and warrants that:
		1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any SubContractor) to the Buyer which are necessary for the performance of

the Supplier’s obligations under this Contract including the receipt of the Deliverables by the Buyer;

* + 1. all components of the Specially Written Software shall:
			1. be free from material design and programming errors;
			2. perform in all material respects in accordance with the relevant specifications contained in Call-Off Schedule

14(Service Levels) and Documentation; and 4.1.2.3. not infringe any IPR.

1. **Provision of ICT Services**
	1. The Supplier shall:
		1. ensure that the release of any new COTS Software in which the

Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;

* + 1. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
		2. ensure that the Supplier System will be free of all encumbrances;
		3. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
		4. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables.

### 6. Standards and Quality Requirements

6.1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**")**.**

6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.

6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.

6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Contract Period:

6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;

6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and

6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

1. **ICT Audit**
	1. The Supplier shall allow any auditor access to the Supplier premises to:
		1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
		2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
		3. review the Supplier’s quality management systems including all relevant Quality Plans.
2. **Maintenance of the ICT Environment**
	1. If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
	2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
	3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
	4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

### 9. Intellectual Property Rights in ICT

The Supplier owns the Specially Written Software and grants you (HMRC) a licence to use it for the purposes of the contract;

#### 9.1. Licences for COTS Software by the Supplier and third parties to the

**Buyer**

9.1.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.1.2. Where the Supplier owns the COTS Software it shall make available the COTS Software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.1.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph [9.4] the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.1.4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:

9.1.4.1. will no longer be maintained or supported by the developer; or

9.1.4.2. will no longer be made commercially available

9.2. **Buyer’s right to assign/novate licences**

9.2.1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Paragraph [9.2] (*Licences for non-COTS IPR from the Supplier and third parties to the Buyer*) to:

9.2.1.1. a Central Government Body; or

9.2.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer. **Malicious Software**

9.2.2. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

9.2.3. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious

Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.

9.2.4. Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 9.9.2 shall be borne by the Parties as follows:

9.2.4.1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

9.2.4.2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

# Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

## 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

**“Annual Revenue”** means, for the purposes of determining whether an entity is a Public Sector

Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:

1. figures for accounting periods of other than 12 Months should be scaled pro rata to produce a proforma figure for a 12 Month

period; and

1. where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;

**“Appropriate Authority”** means the Buyer and the Cabinet Office **or “Appropriate** Markets and Suppliers Team or, where the **Authorities”** Supplier is a Strategic Supplier, the Cabinet

Office Markets and Suppliers Team;

 **“Associates”** means, in relation to an entity, an undertaking

in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted

accounting principles;

|  |  |
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| **"BCDR Plan"**  | has the meaning given to it in Paragraph 2.2 of this Schedule;  |
| **"Business Continuity** **Plan"**  | has the meaning given to it in Paragraph **Error! Reference source not found.** of this Schedule;  |
| **“Class 1 Transaction”**  | has the meaning set out in the listing rules issued by the UK Listing Authority;  |
| **“Control”**  | the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “**Controls**” and “**Controlled**” shall be interpreted accordingly;  |
| **“Corporate Change** **Event”**  | means:  |
| (a)  | any change of Control of the Supplier or a Parent Undertaking of the Supplier;  |
|  | (b)  | any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;  |
|  | (c)  | any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;  |
|  | (d)  | a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;  |
|  | (e)  | an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in  |
|  |  | respect of the Supplier or any Parent Undertaking of the Supplier;  |
|  | (f)  | payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period;  |
|  | (g)  | an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;  |
|  | (h)  | any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;  |
|  | (i)  | the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or  |
|  | (j)  | any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;  |
| **“Critical National** **Infrastructure”**  | means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:  |

major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or

significant impact on the national security, national defence, or the functioning of the

UK;

|  |  |
| --- | --- |
| **“Critical Service** **Contract”**  | a service contract which the Buyer has categorised as a Gold Contract using the Cabinet Office Contract Tiering Tool or which the Buyer otherwise considers should be classed as a Critical Service Contract;  |
| **“CRP Information” or** **“Corporate Resolution Planning Information”**  | Means the corporate resolution information, providing a clear understanding of Supplier’s role within Supplier’s Group, as provided for by the Supplier in the: 1. Group Structure Information and Resolution Commentary; and
2. UK Public Sector and CNI Contract Information;
 |
| **“Dependent Parent** **Undertaking”**  | means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Deliverables in accordance with the terms of the Contract;  |
| **"Disaster"**  | the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof  |

will be unavailable (or could reasonably be anticipated to be unavailable);

|  |  |
| --- | --- |
| **"Disaster Recovery** **Deliverables"**  | the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;  |
| **"Disaster Recovery Plan"**  | has the meaning given to it in Paragraph **Error! Reference source not found.** “of this Schedule;  |
| **"Disaster Recovery** **System"**  | the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;  |
| **“Group Structure** **Information and** **Resolution Commentary”**  | means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 and Appendix 1 to Part B;  |
| **“Parent Undertaking”**  | has the meaning set out in section 1162 of the Companies Act 2006;  |
| **“Public Sector Dependent** **Supplier”**  | means a supplier where that supplier, or that supplier’s group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;  |
| **"Related Supplier"**  | any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;  |
| **"Review Report"**  | has the meaning given to it in Paragraph 6.3 of this Schedule;  |
| **“Strategic Supplier”**  | means those suppliers to government listed at https://www.gov.uk/government/publications/ strategic-suppliers;  |
| **“Subsidiary Undertaking”**  | has the meaning set out in section 1162 of the Companies Act 2006;  |
| **“Supplier Group”**  | means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;  |
| **"Supplier's Proposals"**  | has the meaning given to it in Paragraph 6.3 of this Schedule;  |
| **“UK Public Sector** **Business”**  | means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, nondepartmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations; and  |
| **“UK Public Sector / CNI** **Contract Information”**  | means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 and Appendix 2 of Part B;  |

**Part B: SHORT FORM BUSINESS CONTINUITY & DISASTER RECOVERY**

1. The Supplier shall ensure that it has an appropriate business continuity and disaster recovery plan in place.
2. The Supplier’s business continuity and disaster recovery services are part of the Services and will be performed by the Supplier if required at no additional cost to the Buyer.

1. If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer’s own plans.

**Call-Off Schedule 9 (Security)**

## Part B: Long Form Security Requirements

### Definitions

In this Schedule the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| "Breach of Security"  | means the occurrence of:**any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and** **Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or** **the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection** **with this Contract,** in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d; |
| "ISMS"  | the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and |
| "Security Tests"  | tests to validate the ISMS and security of all  |

relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

### Security Requirements

The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.

The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:

REDACTED TEXT security representative of the Buyer]

REDACTED TEXT – security representative of the Supplier

The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.

Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.

The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.

The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.

The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer’s security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

### Information Security Management System (ISMS)

The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.

The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.

The Buyer acknowledges that;

If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier’s estate; and

Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer’s Approval.

The ISMS shall:

if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer’s Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;

meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;

at all times provide a level of security which:

is in accordance with the Law and this Contract; complies with the Baseline Security Requirements; as a minimum demonstrates Good Industry Practice; where specified by a Buyer that has undertaken a Further

Competition - complies with the Security Policy and the ICT



The HMRC Security

Policy; Policy v1.1.pdf complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework

(Tiers 1-4)

[(https://www.gov.uk/government/publications/securitypolicy-framework/hmg-security-policy-framework)](https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework)

takes account of guidance issued by the Centre for Protection of

National Infrastructure ([https://www.cpni.gov.uk)](https://www.cpni.gov.uk/) complies with HMG Information Assurance Maturity Model and

Assurance Framework

[(https://www.ncsc.gov.uk/articles/hmg-ia-maturity-modeliamm)](https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm)

meets any specific security threats of immediate relevance to the

ISMS, the Deliverables and/or Government Data; addresses issues of incompatibility with the Supplier’s own organisational security policies; and

complies with ISO/IEC27001 and ISO/IEC27002 in accordance with

Paragraph 7;

document the security incident management processes and incident response plans;

document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

be certified by (or by a person with the direct delegated authority of) a Supplier’s main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).

Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.

If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of nonapproval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the

Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this

Paragraph 3 may be unreasonably withheld or delayed. However any failure to

approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.

Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

### Security Management Plan

Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.

The Security Management Plan shall:

be based on the initial Security Management Plan set out in Annex 2 (Security

Management Plan); comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;

identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;

detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer’s Confidential Information and the

Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;

unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the

Supplier) and any ICT, Information and data (including the Buyer’s Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that

Information, data and/or the Deliverables; set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);

demonstrate that the Supplier’s approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, ‘platform as a service’ offering from the G-Cloud catalogue);

set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;

set out the scope of the Buyer System that is under the control of the Supplier; be structured in accordance with ISO/IEC27001 and ISO/IEC27002, crossreferencing if necessary to other Schedules which cover specific areas included within those standards; and

be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management

Plan following its resubmission, the matter shall be resolved in accordance with the

Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

### Amendment of the ISMS and Security Management Plan

The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:

emerging changes in Good Industry Practice; any change or proposed change to the Supplier System, the Deliverables and/or associated processes;

any new perceived or changed security threats;

where required in accordance with paragraph 3.4.3 d, any changes to the Security

Policy; any new perceived or changed security threats; and any reasonable change in requirement requested by the Buyer.

The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

suggested improvements to the effectiveness of the ISMS; updates to the risk assessments; proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and

suggested improvements in measuring the effectiveness of controls.

Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to

Paragraph 5.1, a Buyer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.

The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

### Security Testing

The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing

requirements, if any Security Tests adversely affect the Supplier’s ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.

The Buyer shall be entitled to send a representative to witness the conduct of the

Security Tests. The Supplier shall provide the Buyer with the results of such Security

Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.

Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer’s test adversely affects the Supplier’s ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant underperformance for the period of the Buyer’s test.

Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security

Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written

Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.

If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

### Complying with the ISMS

The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d.

If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.

If, as a result of any such independent audit as described in Paragraph 7.1 the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

### Security Breach

Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.

Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:

immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

minimise the extent of actual or potential harm caused by any

Breach of Security; remedy such Breach of Security or any potential or attempted

Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier’s control;

apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier’s ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;

prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and

supply any requested data to the Buyer (or the Computer Emergency

Response Team for UK Government ("**GovCertUK**")) on the Buyer’s request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and

as soon as reasonably practicable provide to the Buyer full details

(using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

### Vulnerabilities and fixing them

The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer’s information.

The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as ‘Critical’, ‘Important’ and ‘Other’ by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

the ‘National Vulnerability Database’ ‘Vulnerability Severity Ratings’: ‘High’, ‘Medium’ and ‘Low’ respectively (these in turn are aligned to CVSS scores as set out by NIST http://nvd.nist.gov/cvss.cfm); and

Microsoft’s ‘Security Bulletin Severity Rating System’ ratings ‘Critical’, ‘Important’, and the two remaining levels (‘Moderate’ and ‘Low’) respectively.

The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as ‘Critical’ within 14 days of release, ‘Important’ within 30 days of release and all ‘Other’ within 60 Working Days of release, except where:

the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;

the application of a ‘Critical’ or ‘Important’ security patch adversely affects the Supplier’s ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or

the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.

The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the ‘n-1 version’) throughout the Term unless:

where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or

is agreed with the Buyer in writing.

The Supplier shall:

implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central

Government Body; ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;

ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;

pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;

from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;

propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;

remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and

inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.

If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.

A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

**PLEASE SEE BELOW THE SUPPLIER’S POLICIES AND STANDARDS APPLICABLE TO THIS CALL OFF CONTRACT**

REDACTED TEXT

**Part B – Annex 1:**

## Baseline security requirements

### Handling Classified information

Subject to Paragraph 6, the Supplier shall not handle Buyer information classified, or otherwise labelled, as “SECRET” or “TOP SECRET” except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

### End user devices

When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre (“NCSC”) to at least ‘Foundation Grade’, for example, under the NCSC Commercial Product Assurance scheme ("CPA").

Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a ‘known good’ state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance [(https://www.ncsc.gov.uk/guidance/end-user-device-security)](https://www.ncsc.gov.uk/guidance/end-user-device-security). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

### Data Processing, Storage, Management and Destruction

The Supplier and Buyer recognise the need for the Buyer’s information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored,

processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.

The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).

The Supplier shall:

provide the Buyer with all Government Data on demand in an agreed open format; have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;

securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and

securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

### Ensuring secure communications

The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least ‘Foundation Grade’, for example, under CPA.

The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

### Security by design

The Supplier shall apply the ‘principle of least privilege’ (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.

When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification

[(https://www.ncsc.gov.uk/section/products-services/ncsc-certification)](https://www.ncsc.gov.uk/section/products-services/ncsc-certification) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

### Security of Supplier Staff

Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.

The Buyer and Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as ‘SC’) including: (i) system administrators with privileged access to IT systems which store or process Government Data, and (ii) Supplier Staff who may handle Buyer information classified, or otherwise labelled as, SECRET or TOP SECRET.

The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.

All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.

Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

### Restricting and monitoring access

The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the ‘principle of least privilege’, users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

### Audit

The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:

logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.

security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include:

privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.

The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

## Part B – Annex 2 - Security Management Plan

[ ]

**Call-Off Schedule 10 (Exit Management)** Call-Off Ref:

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**Call-Off Schedule 10 (Exit Management)**

# Part B: Short Form Exit Management Requirements -

1. Within 20 (twenty) working days of the Start Date the Supplier must provide the Buyer with an exit plan which the Supplier will follow.

1. The Supplier must ensure that the exit plan clearly sets out the Supplier’s methodology for achieving an orderly exit of the Services from the Supplier to the Buyer at the expiry or if the contract ends before the scheduled expiry.
2. The exit plan should set out full details of timescales, activities and roles and responsibilities of the Parties for:
* (if applicable), the strategy for export and migration of Buyer data from the Supplier system to the Buyer or a Replacement Supplier, including conversion to open standards or other standards required by the Buyer
* the transfer of project- specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
* the testing and assurance strategy for exported Buyer data
* if relevant, TUPE-related activity to comply with the TUPE regulations
* any other activities and information which are reasonably required to ensure continuity of Service during the exit period and an orderly transition

4. The Supplier will supply the knowledge transfer to appropriately skilled (i.e. Quantexa accredited) HMRC engineers to extract the configuration and data, however the functionality to do this is largely part of the underlying cloud infrastructure and not part of the Quantexa product.

DRAFT EXIT PLAN ATTACHED BELOW – THIS WILL BE REVIEWED AND

FINALISED BY THE PARTIES FOLLOWING CONTRACT COMMENCEMENT

REDACTED TEXT

Framework Ref: RM6259

 Project Version: v1.0 49

Model Version: v3.2

# Call-Off Schedule 13 (Implementation Plan and Testing) Part A - Implementation

## 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **"Delay"**  | 1. a delay in the Achievement of a Milestone by its Milestone Date; or
2. a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
 |
| **"Deliverable Item"**  | 1 an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;  |
| **"Milestone Payment"**  | 2 a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;  |
| **Implementation Period"**  | 3 has the meaning given to it in Paragraph 7.1;  |

## 2. Agreeing and following the Implementation Plan

2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan after the Call-Off Contract Start Date. The Supplier will communicate a project plan during the mobilisation phase of implementation that will be update on an ongoing basis and is regularly shared to the client as part of the project governance.

2.2 The draft Implementation Plan:

2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and

2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.

2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the

Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

## 3. Reviewing and changing the Implementation Plan

3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer’s instructions and ensure that it is updated on a regular basis.

3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.

3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.

3.4 Failure of the Supplier to comply with the Implementation Plan through the Supplier’s Default such that a Milestone is delayed shall be a material Default.

## 4. Security requirements before the Start Date

4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.

4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.

4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.

4.4 The Supplier shall provide the names of all Supplier Staff and

Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.

4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.

4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer’s Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

## 5. What to do if there is a Delay

5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:

5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;

5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;

5.1.3 comply with the Buyer’s instructions in order to address the impact of the Delay or anticipated Delay; and

5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

## 6. Compensation for a Delay

6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:

6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier’s failure to Achieve the corresponding Milestone;

6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier’s failure to Achieve a Milestone by its Milestone Date except where:

1. the Buyer is entitled to or does terminate this Contract

pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or

1. the delay exceeds the number of days (the "**Delay Period**

**Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;

6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;

6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and

6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

## 7. [Implementation Plan

7.1 The Implementation Period will be a [seven (7)] Month period.

7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.

7.3 In accordance with the Implementation Plan, the Supplier shall:

7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;

7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;

7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and

7.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.

7.4 The Implementation Plan will include detail stating:

7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data ; and

7.4.2 a communications plan, to be produced and implemented by the

Supplier, but to be agreed with the Buyer, including the frequency,

responsibility for and nature of communication with the Buyer and end users of the Services.

7.5 In addition, the Supplier shall:

7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;

7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;

7.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:

1. the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
2. the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

7.5.4 manage and report progress against the Implementation Plan;

7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;

7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and

7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.]

## Annex 1: Implementation Plan

The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

REDACTED TEXT

|  |
| --- |
| The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing)  |

|  |  |  |
| --- | --- | --- |
| For the purposes of Paragraph 9.1.2 the Delay Period Limit shall be | **[N/A]** | **.** |
|  |

# Part B – Testing

## 1. Definitions

1.1 In this Part B to Call-Off Schedule 13, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **“Component”**  | 4 any constituent parts of the Deliverables;  |
| **“Material Test Issue”**  | 5 a Test Issue of Severity Level 1 or Severity Level 2;  |
| **“Satisfaction** **Certificate”**  | 6 a certificate materially in the form of the document contained in Annex 2 to this Part B issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;  |
| **“Severity Level”**  | 7 the level of severity of a Test Issue, the criteria for which are described in Annex 1 to this Part B;  |
| **“Test Issue Management Log”**  | 8 a log for the recording of Test Issues as described further in Paragraph 8.1 of this Part B to Call-Off Schedule 13;  |
| **“Test Issue** **Threshold”**  | 1. in relation to the Tests applicable to a Milestone, a maximum number of

Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;  |
| **“Test Reports”**  | 10 the reports to be produced by the Supplier setting out the results of Tests;  |
| **“Test Specification”**  | 11 the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Part B to Call-Off Schedule 13;  |
| **“Test Strategy”**  | 12 a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Part B to Call-Off Schedule 13;  |

 **“Test Success** 13 in relation to a Test, the test

 **Criteria”** success criteria for that Test as referred

to in Paragraph 5 of this Part B to Call-Off Schedule 13;

 **“Test Witness”** 14 any person appointed by the Buyer

pursuant to Paragraph 9 of this Part B to Call-Off Schedule 13; and

 **“Testing Procedures”** 15 the applicable testing procedures

and Test Success Criteria set out in this Part B to Call-Off Schedule 13.

## 2. How testing should work

2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.

2.2 The Supplier shall not submit any Deliverable for Testing:

2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;

2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and

2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).

2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the

Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.

2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

## 3. Planning for testing

3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.

3.2 The final Test Strategy shall include:

3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;

3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;

3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;

3.2.4 the procedure to be followed to sign off each Test;

3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;

3.2.6 the names and contact details of the Buyer and the Supplier’s Test representatives;

3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;

3.2.8 the technical environments required to support the Tests; and

3.2.9 the procedure for managing the configuration of the Test environments.

## 4. Preparing for Testing

4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.

4.2 Each Test Plan shall include as a minimum:

4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and

4.2.2 a detailed procedure for the Tests to be carried out.

4.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

## 5. Passing Testing

5.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

## 6. How Deliverables will be tested

6.1 Following approval of a Test Plan, the Supplier shall develop the Test

Specification for the relevant Deliverables as soon as reasonably practicable

and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).

6.2 Each Test Specification shall include as a minimum:

6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;

6.2.2 a plan to make the resources available for Testing;

6.2.3 Test scripts;

6.2.4 Test pre-requisites and the mechanism for measuring them; and

6.2.5 expected Test results, including:

1. a mechanism to be used to capture and record Test results; and
2. a method to process the Test results to establish their content.

## 7. Performing the tests

7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.

7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.

7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.

7.4 The Buyer may raise and close Test Issues during the Test witnessing process.

7.5 The Supplier shall provide to the Buyer in relation to each Test:

7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and

7.5.2 the final Test Report within 5 Working Days of completion of Testing.

7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including: 7.6.1 an overview of the Testing conducted;

7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier’s explanation of why any criteria have not been met;

7.6.3 the Tests that were not completed together with the Supplier’s explanation of why those Tests were not completed;

7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and

7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.

7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.

7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

## 8. Discovering Problems

8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.

8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.

8.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

## 9. Test witnessing

9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.

9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.

9.3 The Test Witnesses:

9.3.1 shall actively review the Test documentation;

9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;

9.3.3 shall not be involved in the execution of any Test;

9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;

9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;

9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and

9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

## 10. Auditing the quality of the test

10.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a “**Testing Quality Audit**”) subject to the provisions set out in the agreed Quality Plan.

10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.

10.3 The Buyer will give the Supplier at least 5 Working Days’ written notice of the Buyer’s intention to undertake a Testing Quality Audit.

10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.

10.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer’s report.

10.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

## 11. Outcome of the testing

11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.

11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:

11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;

11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the

Deliverables (or the relevant part) to Testing; or

11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer’s other rights and remedies, such failure shall constitute a material Default*.*

11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:

11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and

11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.

11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).

11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.

11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.

11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer’s other rights and remedies, such failure shall constitute a material Default.

11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer’s report pursuant to Paragraph 10.5); and

11.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

## 12. Risk

12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer’s requirements for that Deliverable or Milestone; or

12.1.2 affect the Buyer’s right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

## Annex 1: Test Issues – Severity Levels

### Severity 1 Error

This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

### Severity 2 Error

This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which: causes a Component to become unusable; causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or

has an adverse impact on any other Component(s) or any other area of the Deliverables;

### Severity 3 Error

This is an error which:

causes a Component to become unusable; causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or

has an impact on any other Component(s) or any other area of the

Deliverables;

but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

### Severity 4 Error

This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.

### Severity 5 Error

This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

## Annex 2: Satisfaction Certificate

 To: [insert name of Supplier]

 From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

### Satisfaction Certificate

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement (**“Call-Off Contract”**) [insert Call-Off Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [*insert Buyer name*] (**“Buyer”**) and [*insert Supplier name*] (**“Supplier”**) dated [*insert Call-Off Start Date dd/mm/yyyy*].

The definitions for any capitalised terms in this certificate are as set out in the Call-Off Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name] [insert Position] acting on behalf of [insert name of Buyer]

# Call-Off Schedule 14 (Service Levels)

## 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **“Critical Service** **Level Failure”**  |  has the meaning given to it in the Order Form;  |
| **“Service Credits”**  | any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;  |
| **“Service Credit** **Cap”**  | has the meaning given to it in the Order Form;  |
| **“Service Level** **Failure”**  | means a failure to meet the Service Level Performance Measure in respect of a Service Level;  |
| **“Service Level** **Performance** **Measure”**  | shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and  |
| **“Service Level** **Threshold”**  | shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.  |

## 2. What happens if you don’t meet the Service Levels

2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the

Buyer as a result of the Supplier’s failure to meet any Service Level Performance Measure.

2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

2.4 A Service Credit shall be the Buyer’s exclusive financial remedy for a Service Level Failure except where:

2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

2.4.2 the Service Level Failure:

1. exceeds the relevant Service Level Threshold;
2. has arisen due to a Prohibited Act or wilful Default by the Supplier;
3. results in the corruption or loss of any Government Data; and/or
4. results in the Buyer being required to make a compensation payment to one or more third parties; and/or

2.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months’ notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

* + 1. the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
		2. the principal purpose of the change is to reflect changes in the Buyer’s business requirements and/or priorities or to reflect changing industry standards; and
		3. there is no change to the Service Credit Cap.

## Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that

Service Period (“**Compensation for Critical Service Level Failure**”), provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

# Part A: Service Levels and Service Credits

## Service Levels

If the level of performance of the Supplier:

 1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.2 is likely to cause or causes a Critical Service Failure to occur, the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

1.a.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.a.2 instruct the Supplier to comply with the Rectification Plan Process;

1.a.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

1.a.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

## 2. Service Credits

2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with the calculation formula in the Annex to Part A of this Schedule.

1. **Application Support**
	1. For the period of purchased Application Support, the Supplier agrees to adhere to the Buyer’s standard and documented Service Levels / Key Performance Indicators (KPIs) as set out in the Service Level Model. (Attached Excel)

REDACTED TEXT

* 1. The Buyer requires the supplier to meet the **Minimum** Service Level package as set out in the above model (not the enhanced level).

Minimum Service Level includes application support 08:00 to 18:00 Monday to Friday excluding Bank Holidays.

* 1. Call-Off Schedule 14 (Service Levels) - the parties agree that this schedule will be effective on the date of commencement of Application

Support (subject to this scope being agreed by the parties via the Variation Process) and adherent to this Schedule will be solely applicable to Application Support services

# Annex A to Part A: Services Levels

|  |  |  |
| --- | --- | --- |
| **Service Area**  | **KPI/SLA Description**  | **Target**  |
| Contract management  | Attendance at monthly account review meetings by the Supplier and provision of suitably qualified/senior personnel to such meetings  | 90% or above of confirmed meetings  |
| Management information  | Supply management information reports  | Within 3 working days of the calendar month reporting period ending  |
| Financial reporting  | Supply financial reports, including moving average reporting  | Within 3 working days of a calendar month reporting period ending  |
| Proposal submission to the Authority  | Submit costed proposals for agreed SoWs and testing requests  | Within 10 working days of agreeing a SoW or package of work  |
| Delivery  | Work packages delivered to agreed time, cost and quality requirements as applicable to each agreed work package/SoW  | 95%  |
| Delivery  | Discrepancies in invoiced time and materials  | 0% - rectified within 1 calendar month via accounting procedures  |
| Deadlines  | Delivery of key deliverables by agreed deadlines  | 95%  |
| Account manager availability  | Supplier account manager reachability by phone  | Response within 2 working days  |
| Quality  | Proportion of deliverables/tasks not requiring re-work due to errors introduced by Contractor upon HMRC review of supplied output.  | 95%  |

**Part B: Performance Monitoring**

## 4. Performance Monitoring and Performance Review

4.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

4.2 The Supplier shall provide the Buyer with performance monitoring reports (“**Performance Monitoring Reports**”) in accordance with the process and timescales agreed pursuant to paragraph 3.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

4.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

4.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;

4.2.3 details of any Critical Service Level Failures;

4.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

4.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and

4.2.6 such other details as the Buyer may reasonably require from time to time.

4.3 The Parties shall attend meetings to discuss Performance Monitoring Reports (“**Performance Review Meetings**”) on a Monthly basis. The

Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

4.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;

4.3.2 be attended by the Supplier’s Representative and the Buyer’s Representative; and

4.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer’s Representative and any other recipients agreed at the relevant meeting.

4.4 The minutes of the preceding Month’s Performance Review Meeting will be agreed and signed by both the Supplier’s Representative and

the Buyer’s Representative at each meeting.

4.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

## 5. Satisfaction Surveys

5.1 The Buyer may undertake satisfaction surveys in respect of the Supplier’s provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

## Call-Off Schedule 15 (Call-Off Contract Management)

1. **Definitions**
	1. **In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):**

|  |  |
| --- | --- |
| **“Operational Board”**  | the board established in accordance with paragraph 4.1 of this Schedule;  |
| **“Project Manager”**  | the manager appointed in accordance with paragraph 2.1 of this Schedule;   |

1. **Project Management**
	1. **The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.**
	2. **The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.**
	3. **Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.**

### 3. Role of the Supplier Contract Manager

 3.1 The Supplier’s Contract Manager’s shall be:

 **3.1.1 the primary point of contact to receive communication from**

**the Buyer and will also be the person primarily responsible for providing information to the Buyer;**

####  3.1.2 able to delegate his position to another person at the

**Supplier but must inform the Buyer before proceeding with**

**the delegation and it will be delegated person’s responsibility to fulfil the Contract Manager’s responsibilities and obligations;**

**3.1.3 able to cancel any delegation and recommence the position himself; and**

**3.1.4 replaced only after the Buyer has received notification of the proposed change.**

3.2 The Buyer may provide revised instructions to the Supplier’s Contract Manager’s in regards to the Contract and it will be the Supplier’s Contract Manager’s responsibility to ensure the information is provided to the Supplier and the actions implemented.

3.3 Receipt of communication from the Supplier’s Contract Manager’s by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

1. **Role of the Operational Board**
	1. **The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.**
	2. **The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.**
	3. **In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.**
	4. **Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member’s attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly**

**briefed and prepared and that he/she is debriefed by such delegate after the board meeting.**

* 1. **The purpose of the Operational Board meetings will be to review the Supplier’s performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.**

### 5. Contract Risk Management

5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

 **5.2.1 the identification and management of risks;**

 5.2.2 the identification and management of issues; and

 5.2.3 monitoring and controlling project plans.

5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer’s and the Supplier have identified.

## Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

Performance and Contract Management Meetings

The Supplier’s Contract Manager is expected to ensure their Contract Management and Service Delivery Teams conducts themselves in a professional manner; responding and actioning communications in a timely manner to drive performance, customer experience and enhance the working relationship to meet or exceed service standards set out under the Contract.

The Buyer and the Supplier shall attend and fully participate in Project/Programme meetings where there is a requirement for Entity Resolution specialism to work collaboratively to ensure the Contract is meeting the outcomes as set out in the specification. Attendees may vary and could be Deputy Director level to Senior project management level, technical level and or senior members from external delivery partners, these will likely include checkpoint meetings, Inception events, stakeholder workshops and on occasion monthly Unique Customer Record Programme wide, planning workshops.

The buyer and supplier, Quantexa, wi”l ag’ee the communications approach and cadence on more Entity Resolution Project meetings once onboarded but at a minimum regular weekly engagement is assumed in the form of project checkpoint calls to monitor and manage activities and progress against the plan and engagement with stakeholders.

**Call-Off Schedule 16 (Benchmarking)** Call-Off Ref:

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**Call-Off Schedule 18 (Background Checks)** Call-Off Ref:

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### Call-Off Schedule 20 (Call-Off Specification) Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyer under this Call-Off Contract

**Scope A – Implementation and Deployment**

#### Scope

The following describes the planned scope for the project.

* Data scope

The following data is in scope for the project. These data sources will be required to be provided in batch format for ingestion, in CSV, Parquet or JSON format.

REDACTED TEXT

* Mobilisation
* Complete workshops to elaborate project scope, data understanding, and success criteria.
* Hold technical workshops with infrastructure architect to validate environment requirements and planned sizing.
* Support the Authority with the environment set up.
* Quantexa software deployed in target environments and smoke-tested.
* Establish the governance, and agile delivery method for the project.
* Work with the Authority to develop a detailed end-user training approach and self-sufficiency plan, to enable ongoing operational value.

* Implementation
* Define the data model and develop data ingestion pipelines to process the data in batch for the in-scope data defined in the table above. Initial historic data will be loaded in batch, and delta mode configured for daily updates.
* Develop entity resolution compounds and network generation.
* Deploy standard entity quality models.
* Standard configuration of the Quantexa user interface including Entity Explorer to support configuration and tuning only.
* Support the Authority’s user access control system, monitoring and logging solution, and data ingest orchestration solution.
* Support integration with HMRC Central Customer Registry application (Salesforce) for entity resolution outputs.
* Support coaching of Authority data engineers during the implementation phase.

* Acceptance and Service Readiness
* Support Authority led testing phases, expected to be SIT, UAT and security testing, with the remediation of defects.
* Support Authority with end user training.
* Production of system documentation to support handover in the form of an End User Guide, and an Operations Guide.

* Entity Tuning
* Further tuning of the entity resolution compounds based on operational feedback.

#### Out of Scope

* Deployment of infrastructure, environments and software pre-requisites. This is the responsibility of the Authority team. Quantexa will install the Quantexa software on the Development and Pre-Production environments and complete smoke testing. Authority will be required to complete the set-up of the Production environment and deployment to this environment.
* Quantexa will not perform any processing of PDFs or unstructured data.
* Deployment of product upgrades. The latest version of the Quantexa software will be deployed, and any critical security patches that may arise during the project. Any further product upgrades are out of scope of the project team.
* SIT, UAT, and Security testing phases are the responsibility of the Authority.

Quantexa will provide support with the resolution of Quantexa defects.

* Business change activities are the responsibility of the Authority. Quantexa will support the Authority with end user training, based on a train the trainer approach. This has been estimated as 5 days of training support.
* Any modification of the CCR system. Quantexa will support integration between Quantexa and CCR via batch file outputs or API.

#### Ways of Working

* Quantexa will utilise an agile methodology for the delivery of the project. This agile method provides an open and collaborative approach enabling the Authority to be engaged in the delivery and informed on current status.
* Development and configuration will be executed in 2-week sprints. A sprint review will be conducted at the end of each sprint to provide an update on progress, demo any suitable developments enabling early feedback, and show the planned activities for the next sprint.
* A joint scrum team will be required to deliver the project scope. The Authority will provide 2 Quantexa certified data engineers to join the project and work alongside the Quantexa data engineers. This approach will also enable the coaching of the Authority team in Quantexa, progressing the Authority’s selfsufficiency.
* Quantexa requires access to real data during development to be able to accurately develop and tune entity resolution compounds. Development activities will be completed in the development environment using synthetic data, and also in the pre-production environment against real data. It is assumed during the implementation phases that this pre-production environment will not be subject to formal change control procedures, which could extend implementation timelines. To accommodate later delivery of project environments at the start of November, Quantexa can start development activities using local environments and synthetic data. It is critical HMRC share schemas and data dictionaries for in scope data to enable production of synthetic data and to enable data modelling to commence. Development commencing also has a dependency on the HMRC Quantexa licence being in place to enable development to commence.
* Quantexa staff will require access to Authority issued laptops and user accounts that will enable appropriate, remote access to project environments. Our staff will be located in the UK and will travel to Authority locations for key project activities such as the project kick off.
* Quantexa staff will have SC clearance.

#### Project Organisation

The structure represents the project organisation required to deliver the Quantexa software for the project. This includes both Authority and Quantexa team members.

REDACTED TEXT

#### Implementation Schedule

The following schedule has been produced based on current understanding of the requirement. A detailed schedule will be defined along with the Authority, during the mobilisation phase.

REDACTED TEXT

**Authority Dependencies**

The following Authority dependencies are required to deliver the project scope and indicative schedule.

|  |  |  |
| --- | --- | --- |
| **Ref**   | **Description**   | **Date**   |
| 1.  |  Provision of the project environments: (Development, PreProduction and Production) installed with the required technical dependencies and sizing specifications (see below section on Architecture, and Technology Pre-requisites).  |  01Nov24  |

|  |  |  |
| --- | --- | --- |
| 2.  |  The Authority will ensure that the environment remains available and responsive during the project to enable the project activities to continue uninterrupted.   | Throughout project   |
| 3.  |  The Authority will provide laptops and user accounts for Quantexa to be able to remotely access the project environments, and real data to perform development activities.   | During Mobilisation phase  |
| 4.  |  Provide documentation (e.g. CSV specification, or data dictionaries) and data schemas for the in-scope data sources.   | Project start   |
| 5.  |  Provision of the real data for in-scope data sources, loaded on to the environment in the requested format (CSV, Parquet, JSON).  Real data is required for development to ensure that entity resolution is accurate. Development can be partially performed on synthetic data, but access to real data for development and tuning is required.  |  01Nov24  |
| 6.  |  Provision of 2 Authority data engineers certified in Quantexa to join the project scrum team from the start of the implementation.  Candidates completing the Technical Academy will benefit from Scala and Spark knowledge and be required to complete the Scala/Spark pre-assessment. There is a lead time required to complete the technical academy that needs to be taken into consideration.  | Start of Implementation phase  |
| 7.  |  Availability of Authority Subject Matter Experts (SMEs) at appropriate points to discuss requirements and clarifications.   | Throughout project   |
| 8.  |  Programme Management of the engagement will be the responsibility of the Authority.  Quantexa will provide a Project Manager for the management of the Supplier activities, reporting into the Authority Programme Manager.   | Throughout project   |
| 9.  |  Provision of a Project Lead to work with Quantexa to elaborate requirements, make timely decisions on requirements clarifications and input into the prioritisation of the development backlog.   | Throughout project   |
| 10.  |  Provision of auditing, logging and scheduling requirements, and solutions to be integrated with the Quantexa solution.   | During Implementation Phase   |
| 11.  |  Authority staff to manage the Acceptance and Readiness, executing the required Authority testing phases assumed as SIT, UAT and security testing. Quantexa will provide support and fix deployment defects for these activities.  | Throughout project   |
| 12.  |  Any required confirmation of clearance be provided to the Quantexa team, including any Authority mandatory training.  | During Mobilisation phase  |
| 13.  |  Authority to provide appropriate integration engineers, documentation, network paths, and access credentials for Quantexa to integrate with Authority APIs for ingest of source data and egress of resolved entities to the CCR.  | Throughout project   |
| 14.  |  Deployment of the system to the Production environment.  | Completion of Acceptance  |
| 15.  |  Service Management and Application Support of the system once deployed to the live environment.  Note: Quantexa has provided a separate proposal for the provision of Application Support in the first year of Service.  | Completion of Acceptance  |
| 16.  |  Timely screening of Quantexa security cleared staff as required.  | During Mobilisation  |
| 17.  |  Management of any required Authority governance to enable the deployment to the live service.  | Throughout project  |

#### Architecture, and Technology Pre-requisites

The following technical requirements will be the focus of the technical workshop during the Mobilisation phase to ensure the environments are provisioned correctly for the Software. This will include refinement on the required environment sizing.

REDACTED TEXT

 Recommended software versions, for an AWS hosted platform:

* Spark 3.5+ with Java17 runtime (this can utilize AWS’s EMR service)
* Elasticsearch 8 or AWS Opensearch 2
* Hadoop 2.6.5+ or AWS S3
* Relational database: the Software supports the following database technologies:
	+ MySQL 8.0.19+ o Oracle 19c+ o PostgreSQL 9.4+ - 16.x+

These can be provided by AWS’s RDS service.

* Containers: the Software supports the following container technologies:
	+ Kubernetes 1.27+ o Docker 1.18+ o OpenShift 4.1.x+

Kubernetes can be provided by AWS’s EKS service. *(Note that AWS ECS is not suitable for deploying Quantexa’s mid-tier.)*

Authority standard SDLC development tooling to enable development and continuous integration activities e.g. GitHub, Nexus, Jenkins, Jira, Confluence etc.

**RACI**

|  |  |
| --- | --- |
| **Phase**  | **Owner**  |
| Infrastructure  |  The Authority are responsible for deploying and ongoing support of the project environments (Development, PreProduction & Production) and dependent technologies.  |
|  |   | Quantexa will install the Quantexa software and complete smoke testing of the Development and Pre-production environments.  |
|  |   | The Authority will complete the install of the Production environment and live cut over.  |
| Data  |   | The Authority will provide Quantexa with data schemas, data dictionaries for the in-scope data sources.  |
|  |   | The Authority will provide data extracts for the in-scope data sources in the requested format. This data will be provided on the project environment.  |
|  |   | Quantexa will complete data quality review and feed back to the Authority for clarification and / or remediation.  |
| Requirements  |   | The Authority are responsible for the clarification of requirements.  |
|  |   | Quantexa will work with the Authority to clarify and document requirements for the UCR solution.  |
| Development  |   | Quantexa will develop / configure the Quantexa solution to deliver the Authority’s requirements.  |
|  |   | The Authority will work with Quantexa to help determine the priority of the development backlog.  |
| Test  |   | Quantexa will validate the data is acceptable for development to commence.  |
|  |   | Quantexa will conduct development testing for the developed system. This will be completed against both synthetic and real data.  |
|  |   | The Authority are responsible for all other phases of testing.  |
| Transition / Proving  |   | The Authority are responsible for the transition activities such as training and end user readiness.  |
|  |   | Quantexa will support the Authority with these activities.  |
| Service Management / Design  |   | The Authority are responsible for service design and management.  |
| Application Support  |   | Quantexa has provided a separate proposal for the provision of application support in the first year of Service. In the absence of this being taken forward, the Authority will be responsible for application support of the system.  |

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￼

**Scope B – Licensing**

Quantexa shall provide a license to its COTS Software for a 2 year term in accordance with the terms set out in Call-Off Schedule 24 (Supplier Furnished Terms) to this Call-Off Contract.

|  |  |
| --- | --- |
| **Scope C – Application Support (to be added to the scope of this Call-Off**  |  |
| **Contract via a Variation following commencement of this Call-Off Contract)** |

* REDACATED TEXT

from secure UK location by SC cleared personnel

|  |
| --- |
| The estimated Charges for Scope C are based on a number of key assumptions  |
| around |   |

* Number of API integrations to be supported
* Number and complexity of inbound data sources to be supported
* Number and complexity of output feeds / files to be supported
* Whether data feeds are real-time or batch-based

These will be validated by the Supplier during the impact assessment carried out during the Variation process, and any impact to the estimated Charges resulting from

any of these core assumptions proving invalid or inaccurate will be reviewed and agreed by the parties as part of the Variation agreement.

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### Call-Off Schedule 23 (HMRC Terms)

1. **Definitions**
	1. In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **“Connected** **Company”**  | in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person;   |
| **“Control”**  | the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;   |
| **“Prohibited** **Transaction”**  | 1. any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description otherwise payable by the Supplier or a Connected Company on or in connection with the Charges; or

 1. which would be payable by any Key Subcontractor and its Connected Companies on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract,

 other than transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties’ business;   |
| **“Purchase**  | the Buyer’s unique number relating to the supply of the Deliverables;  |
| **Order Number”**  |
| **“Supporting**  | sufficient information in writing to enable the Buyer to  |
| **Documentation”** reasonably verify the accuracy of any invoice; and  |
| **“Tax** **Compliance Failure”**  | where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC’s “Test for Tax Non-Compliance”, as set out in Annex 1 (as amended and updated from time to time), where:  |

* + - * 1. the “Economic Operator” means the Supplier or any agent, supplier or Subcontractor of the Supplier requested to be replaced pursuant to Paragraph 5.3; and

* + - * 1. any “Essential Subcontractor” means any Key Subcontractor.
1. **Exclusion of certain Core Terms and terms of Schedules**
	1. **When the Parties have entered into a Call-Off Contract which incorporates the terms of this Call-Off Schedule 23, the following Core Terms are modified in respect of that Call-Off Contract (but are not modified in respect of the Framework Contract):**

* + 1. **Clauses 31.1, 31.2, 31.3 and 31.4(d) of the Core Terms do not apply to that Call-Off Contract, but for the avoidance of doubt, the remainder of Clause 31.4 of the Core Terms shall continue to apply to the Call-Off Contract; and**
		2. **Clause 7.2 of the Core Terms does not apply to that Call-Off Contract.**

* 1. **When the Parties have entered into a Call-Off Contract which incorporates the terms of this Call-Off Schedule 23, the following Joint Schedules are modified in respect of that Call-Off Contract (but are not disapplied in respect of the Framework Contract):**

* + 1. **The definition of “Occasion of Tax Non-Compliance” contained in Joint Schedule 1 (Definitions) does not apply to that Call-Off Contract; and**

* + 1. **paragraph 5(d) of Joint Schedule 11 (Processing Data) does not apply to that Call-Off Contract.**

1. **Charges, Payment and Recovery of Sums Due**
	1. **The Supplier shall invoice the Buyer as specified in Clause 4 of the Core Terms as modified by any Framework Special Terms or any Call-Off Special Terms.**

* 1. **In addition to the provisions of Clause 4 of the Core Terms and any applicable Framework Special Term or Call-Off Special Term, the Supplier shall procure a Purchase Order Number from the Buyer before any Deliverables are supplied. Should the Supplier supply Deliverables without a Purchase Order Number:**
		1. **the Supplier does so at its own risk; and**
		2. **the Buyer shall not be obliged to pay any invoice without a valid Purchase Order Number having been provided to the Supplier.**
	2. **The Supplier shall submit each invoice and any Supporting Documentation required in accordance with Clause 4 of the Core Terms and any applicable Framework Special Term or Call-Off Special Term, as directed by the Buyer from time to time, either:**
		1. **via the Buyer ’s electronic transaction system as an Electronic Invoice; or**

REDACTED TEXT **(or such other person notified to the Supplier in writing by the Buyer) by email in pdf format or, if agreed with the Buyer, in hard copy by post.**

1. **Warranties**
	1. **The Supplier represents and warrants that:**
		1. **in the three years prior to the Effective Date, it has complied with all applicable Law related to Tax in the United Kingdom and in the jurisdiction in which it is established;**
		2. **it has notified the Buyer in writing of any Tax Compliance Failure it is involved in; and**
		3. **no proceedings or other steps have been taken (nor, to the best of the Supplier’s knowledge, are threatened) for:**
			1. **the winding up of the Supplier;**
			2. **the Supplier’s dissolution; or**
			3. **the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier’s assets or revenue,**

**and the Supplier has notified the Buyer of any profit warnings it has issued in the three years prior to the Effective Date.**

4.2.**If the Supplier becomes aware that any of the representations or warranties under Paragraphs 4.1.1, 4.1.2 and/or 4.1.3 have been breached, are untrue or misleading, it shall immediately notify the Buyer in sufficient detail to enable the Buyer to make an accurate assessment of the situation.**

4.3. **In the event that the warranty given by the Supplier in Paragraph 4.1.2 is materially untrue, this shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.**

1. **Promoting Tax Compliance**
	1. **The Supplier shall comply with all Law relating to Tax and with the equivalent legal provisions of the country in which the Supplier is established.**
	2. **The Supplier shall provide to the Buyer the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor of the Supplier prior to that person supplying any material Deliverables under the Contract.**
	3. **Upon a request by the Buyer, the Supplier shall not contract, or will cease to contract, with any agent, supplier or Subcontractor of the Supplier engaged in supplying Deliverables under the Contract.**
	4. **If, at any point during the Call-Off Contract Period, there is a Tax Compliance Failure, the Supplier shall:**
		1. **notify the Buyer in writing within five (5) Working Days of its occurrence; and**
		2. **promptly provide to the Buyer:**
			1. **details of the steps which the Supplier is taking to resolve the Tax Compliance Failure and to prevent it from recurring, together with any mitigating factors that it considers relevant; and**
			2. **such other information in relation to the Tax Compliance Failure as the Buyer may reasonably require.**
	5. **The Supplier shall indemnify the Buyer against any liability for Tax (including any interest, penalties or costs incurred) of the Buyer in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Contract.**

5.6.**Any amounts due under Paragraph 5.5 shall be paid not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Buyer. Any amounts due under Paragraph 5.5 shall not be subject to clause 11.2 of the Core Terms.**

* 1. **Upon the Buyer’s request, the Supplier shall promptly provide information which demonstrates how the Supplier complies with its Tax obligations.**
	2. **If the Supplier:**
		1. **fails to comply with Paragraphs 5.1, 5.4.1 and/or 5.7 this may be a material breach of the Contract;**
		2. **fails to comply with a reasonable request by the Buyer that it must not contract, or must cease to contract, with any agent, supplier or Subcontractor of the Supplier as required by Paragraph 5.3 on the grounds that the agent, supplier or Subcontractor of the Supplier is involved in a Tax Compliance Failure this shall be a material breach of the Contract; and/or**
		3. **fails to provide acceptable details of steps being taken and mitigating factors pursuant to Paragraph 5.4.2 this shall be a material breach of the Contract;**

**and any such material breach shall be deemed to be an event to which clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.**

5.9. **In addition to those circumstances listed in clause 15.2 to 15.4 of the Core Terms, the Buyer may internally share any information, including Confidential Information, which it receives under Paragraphs 5.2 to 5.4 (inclusive) and 5.7.**

1. **Use of Off-shore Tax Structures**
	1. **The Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place any Prohibited Transactions, unless the Buyer otherwise agrees to that Prohibited Transaction.**
	2. **The Supplier shall notify the Buyer in writing (with reasonable supporting detail) of any proposal for the Supplier, its Connected Companies, or a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall include reasonable supporting detail and make the notification within a reasonable time before the Prohibited Transaction is due to be put in place.**

6.3.**If a Prohibited Transaction is entered into in breach of Paragraph 6.1, or circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with the Buyer. The Parties shall agree (at no cost to the Buyer) any necessary changes to any such arrangements by the undertakings concerned (and the Supplier shall ensure that the Key Subcontractor shall agree, where applicable). The matter will be resolved using clause 34 of the Core Terms if necessary.**

6.4. **Failure by the Supplier (or a Key Subcontractor) to comply with the obligations set out in Paragraphs 6.2 and 6.3 shall be deemed to be an event to which clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.**

1. **Data Protection and off-shoring**
	1. **The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:**
		1. **not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:**
			1. **the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;**
			2. **the Data Subject has enforceable rights and effective legal remedies;**
			3. **the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and**
			4. **the Processor complies with any reasonable instructions**

**notified to it in advance by the Controller with respect to the Processing of the Personal Data;**

* 1. **Failure by the Processor to comply with the obligations set out in Paragraph 7.1 shall be deemed to be an event to which clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.**
1. **Commissioners for Revenue and Customs Act 2005 and related Legislation**
	1. **The Supplier shall comply with, and shall ensure that all Supplier Staff who will have access to, or are provided with, Government Data comply with the obligations set out in Section 18 of the Commissioners for Revenue and Customs Act 2005 (“CRCA”) to maintain the confidentiality of Government Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Buyer) a breach of those obligations may lead to a prosecution under Section 19 of CRCA.**
	2. **The Supplier shall comply with, and shall ensure that all Supplier Staff who will have access to, or are provided with, Government Data comply with the obligations set out in the Official Secrets Acts 1911 to 1989 and the obligations set out in Section 182 of the Finance Act 1989.Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Buyer) a breach of those obligations may lead to prosecution under those Acts.**
	3. **The Supplier shall comply with, and shall ensure that all Supplier Staff who will have access to, or are provided with, Government Data comply with the obligations set out in Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Deliverables. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Buyer) a breach of the Supplier’s obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.**
	4. **The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Staff who will have access to, or are provided with, Government Data in writing of the obligations upon Supplier Staff set out in Paragraphs 8.1, 8.2 and 8.3. The Supplier shall monitor the compliance by Supplier Staff with such obligations.**
	5. **The Supplier shall ensure that all Supplier Staff who will have access to, or are provided with, Government Data sign (or have previously signed) a Confidentiality Declaration, in the form provided at Annex 2. The Supplier shall provide a copy of each such signed declaration to the Buyer upon demand.**
	6. **In the event that the Supplier or the Supplier Staff fail to comply with this Paragraph 8, the Buyer reserves the right to terminate the Contract as if that failure to comply were an event to which clause 10.4.1 of the Core Terms applies.**

#### Annex 1

**Excerpt from HMRC’s “Test for Tax Non-Compliance”** *Condition one (An in-scope entity or person)*

1. There is a person or entity which is either: (“X”)

1. The Economic Operator or Essential Subcontractor (EOS)
2. Part of the same Group of companies of EOS. An entity will be treated as within the same Group of EOS where that entities’ financial statements would be required to be consolidated with those of EOS if prepared in accordance with *IFRS 10 Consolidated Financial Accounts[[1]](#footnote-1)*;
3. Any director, shareholder or other person (P) which exercises control over EOS. ‘Control’ means P can secure, through holding of shares or powers under articles of association or other document that EOS’s affairs are conducted in accordance with P’s wishes.

*Condition two (Arrangements involving evasion, abuse or tax avoidance)*

2. X has been engaged in one or more of the following:

 . Fraudulent evasion[[2]](#footnote-2);

1. Conduct caught by the General Anti-Abuse Rule[[3]](#footnote-3);
2. Conduct caught by the Halifax Abuse principle[[4]](#footnote-4);
3. Entered into arrangements caught by a DOTAS or VADR scheme[[5]](#footnote-5);
4. Conduct caught by a recognised ‘anti-avoidance rule’[[6]](#footnote-6) being a statutory provision which targets arrangements where either a main purpose, or an expected benefit, is to obtain a tax advantage or where the arrangement is not effected for commercial purposes. ‘Targeted Anti-Avoidance Rules’ (TAARs). It may be useful to confirm that the Diverted Profits Tax is a TAAR for these purposes;
5. Entered into an avoidance scheme identified by HMRC’s published Spotlights list[[7]](#footnote-7);
6. Engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above.

*Condition three (Arrangements are admitted, or subject to litigation/prosecution or identified in a published list (Spotlights))*

3. X’s activity in *Condition 2* is, where applicable, subject to dispute and/or litigation as follows:

 . In respect of (a), either X:

1. Has accepted the terms of an offer made under a Contractual Disclosure

Facility (CDF) pursuant to the Code of Practice 9 (COP9) procedure[[8]](#footnote-8); or,

1. Has been charged with an offence of fraudulent evasion.
2. In respect of (b) to (e), once X has commenced the statutory appeal process by filing a Notice of Appeal and the appeal process is ongoing including where the appeal is stayed or listed behind a lead case (either formally or informally). NB Judicial reviews are not part of the statutory appeal process and no supplier would be excluded merely because they are applying for judicial review of an HMRC or HMT decision relating to tax or national insurance.
3. In respect of (b) to (e), during an HMRC enquiry, if it has been agreed between HMRC and X that there is a pause with the enquiry in order to await the outcome of related litigation.
4. In respect of (f) this condition is satisfied without any further steps being taken.
5. In respect of (g) the foreign equivalent to each of the corresponding steps set out above in (i) to (iii).

**For the avoidance of doubt, any reference in this Annex 1 to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time including any implementing or successor legislation.**

#### Annex 2 Form CONFIDENTIALITY DECLARATION

CONTRACT REFERENCE: SR1933153589 , 13 September 2024 ((‘the Agreement’) DECLARATION:

I solemnly declare that:

1. I am aware that the duty of confidentiality imposed by section 18 of the Commissioners for Revenue and Customs Act 2005 applies to Government Data (as defined in the Agreement) that has been or will be provided to me in accordance with the Agreement.
2. I understand and acknowledge that under Section 19 of the Commissioners for Revenue and Customs Act 2005 it may be a criminal offence to disclose any Government Data provided to me.

|  |
| --- |
| SIGNED:  |
| FULL NAME:  |
| POSITION:  |
| COMPANY:  |
| DATE OF SIGNITURE:  |

### Call-Off Schedule 24 (Supplier-Furnished Terms)

**Part 1A Non-COTS Third Party Software – not used**

Terms for licensing of non-COTS third party software in accordance with Call-Off Schedule 6 Paragraph 10.1.1.1 are detailed in Annex 1.

**Part 1B COTS Software**

Terms for licensing of COTS software in accordance with Call-Off Schedule 6 Paragraph

10.1.1.2 are detailed in Annex 2

**Part 1C Software as a Service (“SaaS”) Terms – not used**

Terms for provision of Software as a Service in accordance with Call-Off Schedule 6

Paragraph 10.2 are detailed in Annex 3.

**Part 1D Software Support & Maintenance Terms**

Terms for provision of Software support & maintenance services in accordance with Call-Off Schedule 6 Paragraph 10.3 are detailed in Annex 4

**Annex 1**

**Not used**

**Annex 2**

**Supplier COTS Software Licence**

#### Grant of Licence

**Grant of License**

Subject to the terms of the Agreement, Supplier grants a license to use the Software as set out in the “**Software Schedule**” below.

**Software Schedule:**

REDACTED TEXT

**Annex 3**

Not used

##### Annex 4

**Quantexa Software Support**

REDACTED TEXT

### Joint Schedule 1 (Definitions)

1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.

1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3 In each Contract, unless the context otherwise requires:

1.3.1 the singular includes the plural and vice versa;

1.3.2 reference to a gender includes the other gender and the neuter;

1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;

1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

1.3.5 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**";

1.3.6 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;

1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings"** as references to obligations under the Contract;

1.3.8 references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

1.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;

1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;

1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

1. 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
2. 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; and

1.3.14 unless otherwise provided, references to “**Buyer**” shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to “**Call-Off Contract**” and “**Contract**” shall be construed as including Exempt Call-off Contracts.

1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

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| **“Accounting** **Reference Date”**  | means in each year the date to which the Supplier prepares its annual audited financial statements;  |
| **"Achieve"**  | in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "**Achieved**", "**Achieving**" and "**Achievement**" shall be construed accordingly;  |
| **"Additional** **Insurances"**  | insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);  |
| **"Admin Fee”**  | means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/adminfees;  |
| **"Affected Party"**  | the Party seeking to claim relief in respect of a Force Majeure Event;  |
| **"Affiliates"**  | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;  |
| **“Annex”**  | extra information which supports a Schedule;  |

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| **"Approval"**  | the prior written consent of the Buyer and "**Approve**" and "**Approved**" shall be construed accordingly;  |
| **"Audit"**  | the Relevant Authority’s right to: 1. verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);
2. verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data;
3. verify the Supplier’s and each Subcontractor’s compliance with the Contract and applicable Law;
4. identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the

Supplier of the purpose or objective of its investigations; 1. identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;
2. obtain such information as is necessary to fulfil the Relevant Authority’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
3. review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;
4. carry out the Relevant Authority’s internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;
5. enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or
6. verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
 |
| **"Auditor"**  | 1. the Relevant Authority’s internal and external auditors;
2. the Relevant Authority’s statutory or regulatory auditors;
3. the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
4. HM Treasury or the Cabinet Office;
5. any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and
6. successors or assigns of any of the above;
 |
| **"Authority"**  |  CCS and each Buyer;  |

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| **"Authority Cause"**  | any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;  |
| **"BACS"**  | the Bankers’ Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;  |
| **"Beneficiary"**  | a Party having (or claiming to have) the benefit of an indemnity under this Contract;  |
| **"Buyer"**  | the relevant public sector purchaser identified as such in the Order Form;  |
| **"Buyer Assets"**  | the Buyer’s infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;  |
| **"Buyer Authorised** **Representative"**  | the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;  |
| **"Buyer Premises"**  | premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);  |
| **"Call-Off Contract"**  | the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;  |
| **"Call-Off Contract** **Period"**  | the Contract Period in respect of the Call-Off Contract;  |
| **"Call-Off Expiry** **Date"**  | the scheduled date of the end of a Call-Off Contract as stated in the Order Form;  |
| **"Call-Off** **Incorporated** **Terms"**  | the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;  |
| **"Call-Off Initial** **Period"**  | the Initial Period of a Call-Off Contract specified in the Order Form;  |
| **"Call-Off Optional** **Extension Period"**  | such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;  |
| **"Call-Off Procedure"**  | the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);  |
| **"Call-Off Special** **Terms"**  | any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;  |
| **"Call-Off Start** **Date"**  | the date of start of a Call-Off Contract as stated in the Order Form;  |

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| **"Call-Off Tender"**  | the tender submitted by the Supplier in response to the Buyer’s Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);  |
| **"CCS"**  | the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;  |
| **"CCS Authorised** **Representative"**  | the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;  |
| **"Central** **Government Body"**  | a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; 1. Non-Departmental Public Body or Assembly Sponsored Public Body

(advisory, executive, or tribunal); 1. Non-Ministerial Department; or
2. Executive Agency;
 |
| **"Change in Law"**  | any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;  |
| **"Change of** **Control"**  | a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;  |
| **"Charges"**  | the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;  |
| **"Claim"**  | any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;  |
| **"Commercially** **Sensitive** **Information"**  | the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;  |
| **"Comparable** **Supply"**  | the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;  |
| **"Compliance** **Officer"**  | the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;  |
| **"Confidential** **Information"**  | means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being  |

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|  | confidential (whether or not it is marked as **"confidential"**) or which ought reasonably to be considered to be confidential;  |
| **"Conflict of** **Interest"**  | a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;  |
| **"Contract"**  | either the Framework Contract or the Call-Off Contract, as the context requires;  |
| **"Contract Period"**  | the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: 1. applicable Start Date; or
2. the Effective Date up to and including the applicable End Date;
 |
| **"Contract Value"**  | the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;  |
| **"Contract Year"**  | a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;  |
| **"Control"**  | control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "**Controlled**" shall be construed accordingly;  |
| **“Controller”**  | has the meaning given to it in the UK GDPR;  |
| **“Core Terms”**  | CCS’ terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;  |
| **"Costs"**  | the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: 1. the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer’s National Insurance contributions; iii) pension contributions; iv) car allowances;

v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii)work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; 1. costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier
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|  | Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; 1. operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and
2. Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;

 but excluding: i) Overhead; 1. financing or similar costs;
2. maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;
3. taxation;
4. fines and penalties;
5. amounts payable under Call-Off Schedule 16 (Benchmarking) where such

Schedule is used; and 1. non-cash items (including depreciation, amortisation, impairments and movements in provisions);
 |
| **"CRTPA"**  | the Contract Rights of Third Parties Act 1999;  |
| **“Data Protection Impact** **Assessment”**  | an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;  |
| **"Data Protection** **Legislation"**  | (i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;  |
| **“Data Protection** **Liability Cap”**  | the amount specified in the Framework Award Form;  |
| **"Data Protection** **Officer"**  | has the meaning given to it in the UK GDPR;  |
| **"Data Subject"**  | has the meaning given to it in the UK GDPR;  |
| **"Data Subject** **Access Request"**  | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;  |
| **"Deductions"**  | all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;  |
| **"Default"**  | any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the  |

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|  | subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;  |
| **"Default** **Management** **Charge"**  | has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);  |
| **"Delay Payments"**  | the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;  |
| **"Deliverables"**  | Goods and/or Services that may be ordered under the Contract including the Documentation;  |
| **"Delivery"**  | delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "**Deliver**" and "**Delivered**" shall be construed accordingly;  |
| **"Disclosing Party"**  | the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);  |
| **"Dispute"**  | any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;  |
| **"Dispute** **Resolution** **Procedure"**  | the dispute resolution procedure set out in Clause 34 (Resolving disputes);  |
| **"Documentation"**  | descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as: 1. would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables
2. is required by the Supplier in order to provide the Deliverables; and/or
3. has been or shall be generated for the purpose of providing the Deliverables;
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| **"DOTAS"**  | the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;  |
| **“DPA 2018”**  | the Data Protection Act 2018;  |
| **"Due Diligence** **Information"**  | any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;  |
| **“Effective Date”**  | the date on which the final Party has signed the Contract;  |
| **"EIR"**  | the Environmental Information Regulations 2004;  |
| **“Electronic** **Invoice”**  | an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;  |
| **"Employment** **Regulations"**  | the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;  |
| **"End Date"**  | the earlier of: 1. the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or
2. if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
 |
| **"Environmental** **Policy"**  | to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;  |
| **"Equality and** **Human Rights** **Commission"**  | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;  |
| **“Estimated Year 1** **Charges”**  | the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;   |

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| **"Estimated Yearly** **Charges"**  | means for the purposes of calculating each Party’s annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or  iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;  |
| “**Exempt Buyer**” | a public sector purchaser that is: a) eligible to use the Framework Contract; and  |
|  | b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); 1. the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);
2. the Remedies Directive (2007/66/EC); vi) Directive 2014/23/EU of the European Parliament and Council; vii) Directive 2014/24/EU of the European Parliament and Council; viii) Directive 2014/25/EU of the European Parliament and Council; or ix) Directive 2009/81/EC of the European Parliament and Council;
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| “**Exempt Call-off** **Contract**” | the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;  |
| “**Exempt Procurement** **Amendments**” | any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;  |

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| **"Existing IPR"**  | any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);  |
| **“Exit Day”**  | shall have the meaning in the European Union (Withdrawal) Act 2018;  |
| **"Expiry Date"**  | the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);  |
| **"Extension Period"**  | the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;  |
| **“Financial Reports”**  | a report by the Supplier to the Buyer that: 1. provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;
2. provides a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);
3. is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of the Contract; and is certified by the Supplier’s Chief Financial Officer or Director of Finance;
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| **"FOIA"**  | the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;  |
| **"Force Majeure Event"**  | any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: 1. riots, civil commotion, war or armed conflict;
2. acts of terrorism;
3. acts of government, local government or regulatory bodies;
4. fire, flood, storm or earthquake or other natural disaster,

but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;  |
| **"Force Majeure Notice"**  | a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;  |
| **"Framework Award** **Form"**  | the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;  |
| **"Framework Contract"**  | the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;  |
| **"Framework Contract** **Period"**  | the period from the Framework Start Date until the End Date of the Framework Contract;  |
| **"Framework Expiry** **Date"**  | the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;  |
| **"Framework** **Incorporated Terms"**  | the contractual terms applicable to the Framework Contract specified in the Framework Award Form;  |
| **"Framework Optional** **Extension Period"**  | such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;  |
| **"Framework Price(s)"**  | the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);  |
| **"Framework Special** **Terms"**  | any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;  |
| **"Framework Start** **Date"**  | the date of start of the Framework Contract as stated in the Framework Award Form;  |

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| **"Framework Tender** **Response"**  | the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);  |
| **"Further Competition** **Procedure"**  | the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);  |
| **"UK GDPR"**  | the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);  |
| **"General Anti-Abuse** **Rule"**  | 1. the legislation in Part 5 of the Finance Act 2013 and; and
2. any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
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| **"General Change in** **Law"**  | a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;  |
| **“Gold Contract”**  | a Call-Off Contract categorised as a Gold contract using the Cabinet Office Contract Tiering Tool;  |
| **"Goods"**  | goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;  |
| **"Good Industry** **Practice"**  | standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;  |
| **"Government"**  | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;  |
| **"Government Data"**  | the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority’s Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;  |
| **"Guarantor"**  | the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;  |
| **"Halifax Abuse** **Principle"**  | the principle explained in the CJEU Case C-255/02 Halifax and others;  |
| **“HM Government”**  | Her Majesty's Government;  |
| **"HMRC"**  | Her Majesty’s Revenue and Customs;  |

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| **"ICT Policy"**  | the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the CallOff Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;  |
| **"Impact Assessment"**  | an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: 1. details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;
2. details of the cost of implementing the proposed Variation;
3. details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
4. a timetable for the implementation, together with any proposals for the testing of the Variation; and
5. such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
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| **"Implementation Plan"**  | the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;  |
| **"Indemnifier"**  | a Party from whom an indemnity is sought under this Contract;  |
| **“Independent Control”**  | where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and “**Independent Controller**” shall be construed accordingly;  |
| **"Indexation"**  | the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;  |
| **"Information"**  | has the meaning given under section 84 of the Freedom of Information Act 2000;  |
| **"Information Commissioner"**  | the UK’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;  |
| **"Initial Period"**  | the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;  |
| **"Insolvency Event"**  | with respect to any person, means: (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: (i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or  |

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|  | (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; 1. that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
2. another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;
3. a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person’s assets and such attachment or process is not discharged within 14 days;
4. that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
5. where that person is a company, a LLP or a partnership:
6. a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
7. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;
8. (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or
9. (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or

(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;  |
| **"Installation Works"**  | all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;  |
| **"Intellectual Property** **Rights" or "IPR"**  | a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and  |

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|  | website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information; 1. applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
2. all other rights having equivalent or similar effect in any country or jurisdiction;
 |
| **"Invoicing Address"**  | the address to which the Supplier shall invoice the Buyer as specified in the Order Form;  |
| **"IPR Claim"**  | any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;  |
| **"IR35"**  | the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: [https://www.gov.uk/guidance/ir35find-out-if-it-applies;](https://www.gov.uk/guidance/ir35-find-out-if-it-applies)  |
| **“ISO”**  | International Organization for Standardization;  |
| **“Joint Controller** **Agreement”**  | the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (*Processing Data*);  |
| **“Joint Controllers”**  | where two or more Controllers jointly determine the purposes and means of Processing;  |
| **"Key Staff"**  | the individuals (if any) identified as such in the Order Form;  |
| **"Key Sub-Contract"**  | each Sub-Contract with a Key Subcontractor;  |
| **"Key Subcontractor"**  | any Subcontractor: which is relied upon to deliver any work package within the Deliverables in their entirety; and/or which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;  |

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| **"Know-How"**  | all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party’s possession before the applicable Start Date;  |
| **"Law"**  | any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;  |
| **"Losses"**  | all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "**Loss**" shall be interpreted accordingly;  |
| **"Lots"**  | the number of lots specified in Framework Schedule 1 (Specification), if applicable;  |
| **"Management Charge"**  | the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);  |
| **"Management Information" or “MI”**  | the management information specified in Framework Schedule 5 (Management Charges and Information);  |
| **“MI Default”**  | means whentwo (2) MI Reports are not provided in any rolling six (6) month period  |
| **"MI Failure"**  | means when an MI report: 1. contains any material errors or material omissions or a missing mandatory field; or
2. is submitted using an incorrect MI reporting Template; or
3. is not submitted by the reporting date (including where a declaration of no business should have been filed);
 |
| **"MI Report"**  | means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);  |
| **"MI Reporting** **Template"**  | means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;  |
| **"Milestone"**  | an event or task described in the Implementation Plan;  |
| **"Milestone Date"**  | the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;  |
| **"Month"**  | a calendar month and "**Monthly**" shall be interpreted accordingly;  |

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| **"National Insurance"**  | contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);  |
| **"New IPR"**  | 1. IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or
2. IPR in or arising as a result of the performance of the Supplier’s obligations under a Contract and all updates and amendments to the same; but shall not include the Supplier’s Existing IPR;
 |
| **"Occasion of Tax Non–****Compliance"**  | where: 1. any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:

i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or 1. any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
 |
| **"Open Book Data "**  | complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to: 1. the Supplier’s Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all

Deliverables; 1. operating expenditure relating to the provision of the Deliverables including an analysis showing:
	1. the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;
	2. staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;
	3. a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and
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|  | iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; 1. all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;
2. the Supplier Profit achieved over the Framework Contract Period and on an annual basis;
3. confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
4. an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and
5. the actual Costs profile for each Service Period;
 |
| **"Order"**  | means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;  |
| **"Order Form"**  | a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;  |
| **"Order Form** **Template"**  | the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);  |
| **"Other Contracting** **Authority"**  | any actual or potential Buyer under the Framework Contract;  |
| **"Overhead"**  | those amounts which are intended to recover a proportion of the Supplier’s or the Key Subcontractor’s (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";  |
| **"Parliament"**  | takes its natural meaning as interpreted by Law;  |
| **"Party"**  | in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "**Parties**" shall mean both of them where the context permits;  |
| **"Performance Indicators" or "PIs"**  | the performance measurements and targets in respect of the Supplier’s performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);  |
| **"Personal Data"**  | has the meaning given to it in the UK GDPR;  |
| **“Personal Data** **Breach”**  | has the meaning given to it in the UK GDPR;  |
| **“Personnel”**  | all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;  |

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| **"Prescribed Person"**  | a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: [https://www.gov.uk/government/publications/blowing-the-whistle-list-ofprescribed-people-and-bodies--2/whistleblowing-list-of-prescribedpeople-and-bodies;](https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies)  |
| **“Processing”**  | has the meaning given to it in the UK GDPR;  |
| **“Processor”**  | has the meaning given to it in the UK GDPR;  |
| **"Progress Meeting"**  | a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;  |
| **"Progress Meeting** **Frequency"**  | the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;  |
| **“Progress Report”**  | a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;  |
| **“Progress Report** **Frequency”**  | the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;  |
| **“Prohibited Acts”**  | 1. to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:
	1. induce that person to perform improperly a relevant function or

activity; or * 1. reward that person for improper performance of a relevant function

or activity; 1. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each

Contract; or 1. committing any offence:
	1. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
	2. under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or
2. any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
 |
| **“Protective Measures”**  | appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the  |

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|  | case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.  |
| **“Rating Agency”**  | as defined in the Framework Award Form or the Order Form, as the context requires;  |
| **“Recall”**  | a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;  |
| **"Recipient Party"**  | the Party which receives or obtains directly or indirectly Confidential Information;  |
| **"Rectification Plan"**  | the Supplier’s plan (or revised plan) to rectify it’s breach using the template in Joint Schedule 10 (Rectification Plan) which shall include: 1. full details of the Default that has occurred, including a root cause analysis;
2. the actual or anticipated effect of the Default; and
3. the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
 |
| **"Rectification Plan** **Process"**  | the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);  |
| **"Regulations"**  | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);  |
| **"Reimbursable** **Expenses"**  | the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;  |
| **"Relevant Authority"**  | the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;  |
| **"Relevant Authority's** **Confidential** **Information"**  | 1. all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);
2. any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant
 |

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|  | Authority’s attention or into the Relevant Authority’s possession in connection with a Contract; and information derived from any of the above;  |
| **"Relevant Requirements"**  | all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;  |
| **"Relevant Tax** **Authority"**  | HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;  |
| **"Reminder Notice"**  | a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;  |
| **"Replacement** **Deliverables"**  | any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;  |
| **"Replacement** **Subcontractor"**  | a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);  |
| **"Replacement** **Supplier"**  | any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;  |
| **"Request For** **Information"**  | a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;  |
| **"Required Insurances"**  | the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;  |
| **“RTI”**  | Real Time Information;  |
| **"Satisfaction** **Certificate"**  | the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;  |
| **"Security Management** **Plan"**  | the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);  |
| **"Security Policy"**  | the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;  |
| **"Self Audit Certificate"**  | means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);  |
| **"Serious Fraud Office"**  | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;  |

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| **“Service Levels”**  | any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);  |
| **"Service Period"**  | has the meaning given to it in the Order Form;  |
| **"Services"**  | services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;  |
| **"Service Transfer"**  | any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;  |
| **"Service Transfer** **Date"**  | the date of a Service Transfer;  |
| **"Sites"**  | any premises (including the Buyer Premises, the Supplier’s premises or third party premises) from, to or at which: 1. the Deliverables are (or are to be) provided; or
2. the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
 |
| **"SME"**  | an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;  |
| **"Special Terms"**  | any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;  |
| **"Specific Change in** **Law"**  | a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;  |
| **"Specification"**  | the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;  |
| **"Standards"**  | any: 1. standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;
2. standards detailed in the specification in Schedule 1 (Specification);
3. standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;
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|  | d) relevant Government codes of practice and guidance applicable from time to time;  |
| **"Start Date"**  | in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;  |
| **"Statement of** **Requirements"**  | a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;  |
| **"Storage Media"**  | the part of any device that is capable of storing and retrieving data;  |
| **"Sub-Contract"**  | any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: 1. provides the Deliverables (or any part of them);
2. provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or
3. is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
 |
| **"Subcontractor"**  | any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;  |
| **"Subprocessor"**  | any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;  |
| **"Supplier"**  | the person, firm or company identified in the Framework Award Form;  |
| **"Supplier Assets"**  | all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;  |
| **"Supplier Authorised** **Representative"**  | the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;  |
| **"Supplier's** **Confidential** **Information"**  | 1. any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier

Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; 1. any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier’s attention or into the Supplier’s possession in connection with a Contract;
2. Information derived from any of (a) and (b) above;
 |
| **"Supplier's Contract** **Manager**  | the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment; |
| **"Supplier Equipment"**  | the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier  |

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|  | (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;  |
| **"Supplier Marketing** **Contact"**  | shall be the person identified in the Framework Award Form;  |
| **"Supplier Non-****Performance"**  | where the Supplier has failed to: 1. Achieve a Milestone by its Milestone Date;
2. provide the Goods and/or Services in accordance with the Service Levels ; and/or
3. comply with an obligation under a Contract;
 |
| **"Supplier Profit"**  | in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;  |
| **"Supplier Profit** **Margin"**  | in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;  |
| **"Supplier Staff"**  | all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier’s obligations under a Contract;  |
| **"Supporting** **Documentation"**  | sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;  |
| **“Tax”**  | 1. all forms of taxation whether direct or indirect;
2. national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;
3. all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions. levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and
4. any penalty, fine, surcharge, interest, charges or costs relating to any of the above,

in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;  |
| **"Termination Notice"**  | a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;  |
| **"Test Issue"**  | any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;  |
| **"Test Plan"**  | a plan:  |

|  |  |
| --- | --- |
|  | 1. for the Testing of the Deliverables; and
2. setting out other agreed criteria related to the achievement of Milestones;
 |
| **"Tests "**  | any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "**Tested**" and “**Testing**” shall be construed accordingly;  |
| **"Third Party IPR"**  | Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;  |
| **"Transferring Supplier** **Employees"**  | those employees of the Supplier and/or the Supplier’s Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;  |
| **"Transparency** **Information"**  | the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;   |
| **"Transparency** **Reports"**  | the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);  |
| **“TUPE”**  | Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive  |
| **“United Kingdom”**  | the country that consists of England, Scotland, Wales, and Northern Ireland  |
| **"Variation"**  | any change to a Contract;  |
| **"Variation Form"**  | the form set out in Joint Schedule 2 (Variation Form);  |
| **"Variation Procedure"**  | the procedure set out in Clause 24 (Changing the contract);  |
| **"VAT"**  | value added tax in accordance with the provisions of the Value Added Tax Act 1994;  |
| **"VCSE"**  | a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;  |
| **"Worker"**  | any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax  Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note- |
|  | 0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;  |
| **"Working Day"**  | any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;  |
| **"Work Day"**  | 7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and  |
| **"Work Hours"**  | the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.  |

**Joint Schedule 2 (Variation Form)** Crown Copyright 2018

### Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24

(Changing the Contract)

|  |  |
| --- | --- |
|  | **Contract Details**  |
| This variation is between:  |  | **[delete** | as applicable:CCS / Buyer**]** ("**CCS” “the Buyer"**) name of Supplier**]** (**"the Supplier"**)  |
| And **[insert**  |
| Contract name:  |  | **[insert**  | name of contract to be changed] **(“the Contract”)**  |
|  |
| Contract reference number:  |  | **[insert**  | contract reference number]  |
|  |
|  | **Details of Proposed Variation**  |
| Variation initiated by:  |  | **[delete** |  as applicable: CCS/Buyer/Supplier]  |
|  |
| Variation number:  |  | **[insert**  | variation number]  |
|  |
| Date variation is raised:  |  | **[insert**  | date]  |
|  |
| Proposed variation  |   |
| Reason for the variation:  |  | **[insert**  | reason]  |
|  |
| An Impact Assessment shall be provided within:  |  | **[insert**  | number] days  |
|  |
|  | **Impact of Variation**  |
| Likely impact of the proposed variation:  |  | **[Supplier to insert**  | assessment of impact]  |
|  |
|  | **Outcome of Variation**  |
| Contract variation:  | This Contract detailed above is varied as follows: ● **[CCS/Buyer to insert** original Clauses or Paragraphs to be varied and the changed clause]  |
| Financial variation:  | Original Contract Value:  | £  | **[insert**  | amount]  |
|  |
| Additional cost due to variation:  | £  | **[insert**  | amount]  |
|  |
| New Contract value:  | £  | **[insert**  | amount]  |
|  |

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete** as applicable:CCS / Buyer**]**
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Framework Ref: RM

Project Version: v1.0

Model Version: v3.0

**Joint Schedule 2 (Variation Form)**

Crown Copyright 2018

Signed by an authorised signatory for and on behalf of the **[delete** as applicable:CCS / Buyer**]**

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Framework Ref: RM

Project Version: v1.0

Model Version: v3.0

**Joint Schedule 2 (Variation Form)** Crown Copyright 2022

**Joint Schedule 3 (Insurance Requirements)**

Crown Copyright

### Joint Schedule 3 (Insurance Requirements)

#### 1. The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than:

1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

 1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

 1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

#### 2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other

Framework Ref: RM

Project Version: v1.0

Model Version : v3.0

evidence of placing cover representing any of the Insurances to which it is a party.

#### 3. What happens if you aren’t insured

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

#### 4. Evidence of insurance you must provide

4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

#### 5. Making sure you are insured to the required amount

5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

#### 6. Cancelled Insurance

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.

6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

#### 7. Insurance claims

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables,

the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Framework Ref: RM6259

Project Version: v1.0

**ANNEX: REQUIRED INSURANCES**

The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:

professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds

(£1,000,000); public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds

(£1,000,000); product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000); and

employers’ liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

Joint Schedule 4 (Commercially Sensitive Information) Crown Copyright 2022

### Joint Schedule 4 (Commercially Sensitive Information)

**What is the Commercially Sensitive Information?**

In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).

Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.**  | **Date**  | **Item(s)**  | **Duration of Confidentiality**  |
|   | 13 September 2024  | Pricing  | For 5 years after expiry of the Call off Contract  |
|   | 13 September 2024  | Software  | For 5 years after expiry of the Call off Contract  |
|   | 13 September 2024  | Documentation  | For 5 years after expiry of the Call off Contract  |
|   | 13 September 2024  | Special Terms agreed in this Call Off Contract.  | For 5 years after expiry of the Call off Contract  |

Framework Ref: RM6259

### Joint Schedule 5 (Corporate Social Responsibility)

#### 1. What we expect from our Suppliers

1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.

[(https://www.gov.uk/government/uploads/system/uploads/attachment\_data/fi le/646497/2017-09-](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)

[13\_Official\_Sensitive\_Supplier\_Code\_of\_Conduct\_September\_2017.pdf)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)

1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.

1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

#### 2. Equality and Accessibility

2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:

2.1.1 eliminate discrimination, harassment or victimisation of any kind; and

2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

#### 3. Modern Slavery, Child Labour and Inhumane Treatment

**"Modern Slavery Helpline"** means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report>or by telephone on 08000 121 700.

3.1 The Supplier:

3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge

deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.

3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its

Subcontractors anti-slavery and human trafficking provisions;

3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;

3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;

3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;

3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

#### 4. Income Security

4.1 The Supplier shall:

4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;

4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

4.1.3 not make deductions from wages:

1. as a disciplinary measure
2. except where permitted by law; or
3. without expressed permission of the worker concerned;

4.1.4 record all disciplinary measures taken against Supplier Staff; and

4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

#### 5. Working Hours

5.1 The Supplier shall:

5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

5.1.3 ensure that use of overtime used responsibly, taking into account:

1. the extent;
2. frequency; and
3. hours worked;

by individuals and by the Supplier Staff as a whole;

* 1. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
	2. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
		1. this is allowed by national law;
		2. this is allowed by a collective agreement freely negotiated with a workers’ organisation representing a significant portion of the workforce;

 appropriate safeguards are taken to protect the workers’ health and safety; and

* + 1. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

1.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

#### 2. Sustainability

2.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

[https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-gbs](https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs)

**Joint Schedule 6 (Key Subcontractors)** Crown Copyright 2022

### Joint Schedule 6 (Key Subcontractors)

#### 1. Restrictions on certain subcontractors

1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.

1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.

1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:

1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

 1.3.3 the proposed Key Subcontractor employs unfit persons.

1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:

1.4.1 the proposed Key Subcontractor’s name, registered office and company registration number;

1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;

1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm’s-length" terms;

1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;

1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and

1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

**Joint Schedule 6 (Key Subcontractors)**

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1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:

1.5.1 a copy of the proposed Key Sub-Contract; and

1.5.2 any further information reasonably requested by CCS and/or the Buyer.

1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;

1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;

1.6.3 a provision enabling CCS and the Buyer to enforce the Key SubContract as if it were the Supplier;

1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key SubContract to CCS and/or the Buyer;

1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:

1. the data protection requirements set out in Clause 14 (Data protection);
2. the FOIA and other access request requirements set out in

Clause 16 (When you can share information);

1. the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
2. the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
3. the conduct of audits set out in Clause 6 (Record keeping and reporting);

1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and

1.6.7 a provision restricting the ability of the Key Subcontractor to subcontract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

**Joint Schedule 6 (Key Subcontractors)** Crown Copyright 2022

### Joint Schedule 7 (Financial Difficulties) – Not Used

#### 1. Definitions

1.1 In this Schedule, the following definitions shall apply:

means the financial indicators from Paragraph 5.1 of **Applicable Financial**

**Indicators”** this Schedule which are to apply to the Monitored Suppliers as set out in Paragraph 5.2 of this Schedule;

 **Board”** eans the Supplier’s board of directors;

**Board Confirmation”** eans written confirmation from the Board in accordance with Paragraph 8 of this Schedule;

**Bronze Contract”** Call-Off Contract categorised as a Bronze contract using the Cabinet Office Contract Tiering Tool;

**Cabinet Office Markets** eans the UK Government’s team responsible for **and Suppliers** managing the relationship between government **Team”** and its Strategic Suppliers, or any replacement or successor body carrying out the same function;

**Credit Rating** e minimum credit rating level for each entity in the FDE **Threshold”** Group as set out in Annex 1 to this Schedule;

 **Financial Distress** ny of the events listed in Paragraph 3.1 of this

 **Event”** Schedule;

|  |  |
| --- | --- |
| **Financial Distress** **Remediation** **Plan”**  | plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with the Contract in the event that a Financial Distress Event occurs;  |
| **Financial Indicators”**  |  respect of the Supplier, Key Sub-contractors and the Guarantor, means each of the financial indicators set out at paragraph 5.1 of this Schedule and in respect of each Monitored Supplier, means those Applicable Financial Indicators;  |
| **Financial Target Thresholds”**  | eans the target thresholds for each of the Financial Indicators set out at paragraph 5.1 of this Schedule;  |
| **Monitored Suppliers”**  | eans those entities specified at paragraph 5.2 of this Schedule;  |
| **Rating Agencies”**  | he rating agencies listed in Annex 1 of this Schedule;  |
| **Strategic Supplier”**  | eans those suppliers to government listed at [https://www.gov.uk/government/publications/str ategic-suppliers.](https://www.gov.uk/government/publications/strategic-suppliers)  |

#### 2. Warranties and duty to notify

2.1 The Supplier warrants and represents to the Relevant Authority for the benefit of the Relevant Authority that as at the Effective Date:

2.1.1 the long term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 2 to this Schedule; and

2.1.2 the financial position or, as appropriate, the financial performance of each of the Supplier, Guarantor and Key Subcontractors satisfies the Financial Target Thresholds.

2.2 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group (and in any event within 5 Working Days of the occurrence of the downgrade).

2.3 The Supplier shall:

2.3.1 regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies;

2.3.2 monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least

at the frequency set out for each at Paragraph 5.1 (where specified) and in any event, on a regular basis and no less than once a year within ninety (90) days after the Accounting Reference Date; and

2.3.3 promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).

2.4 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraphs 3.1, and for the purposes of determining relief under Paragraph 7.1, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated that entity at or below the applicable Credit Rating Threshold.

2.5 Each report submitted by the Supplier pursuant to paragraph 2.3.2 shall:

2.5.1 be a single report with separate sections for each of the FDE Group entities;

2.5.2 contain a sufficient level of information to enable the Relevant Authority to verify the calculations that have been made in respect of the Financial Indicators;

2.5.3 include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes;

2.5.4 be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and

2.5.5 include a history of the Financial Indicators reported by the Supplier in graph form to enable the Relevant Authority to easily analyse and assess the trends in financial performance.

#### 3. Financial Distress events

3.1 The following shall be Financial Distress Events:

3.1.1 the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;

3.1.2 an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;

3.1.3 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;

3.1.4 an FDE Group entity committing a material breach of covenant to its lenders;

3.1.5 a Key Sub-contractor notifying CCS or the Buyer that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;

3.1.6 any of the following:

1. commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
2. non-payment by an FDE Group entity of any financial indebtedness;
3. any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
4. the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
5. the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;

in each case which the Relevant Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Deliverables in accordance with the Contract; and

3.1.7 any [one] of the Financial Indicators set out at Paragraph 5 for any of the FDE Group entities failing to meet the required Financial Target Threshold.

#### 4. Consequences of Financial Distress Events

4.1 Immediately upon notification by the Supplier of a Financial Distress Event (or if the Relevant Authority becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Relevant Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

4.2 In the event of a late or non-payment of a Key Sub-contractor pursuant to Paragraph 3.1.5, the Relevant Authority shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier 10 Working Days to:

4.2.1 rectify such late or non-payment; or

4.2.2 demonstrate to the Relevant Authority’s reasonable satisfaction that there is a valid reason for late or non-payment.

4.3 The Supplier shall (and shall procure that any Monitored Supplier, the Guarantor and/or any relevant Key Sub-contractor shall):

4.3.1 at the request of the Relevant Authority, meet the Relevant Authority as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Relevant Authority may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with the Contract; and

4.3.2 where the Relevant Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1 that the Financial Distress Event could impact on the continued performance and delivery of the Deliverables in accordance with the Contract:

1. submit to the Relevant Authority for its approval, a draft Financial Distress Remediation Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Relevant Authority may permit and notify to the Supplier in writing); and
2. to the extent that it is legally permitted to do so and subject to Paragraph 4.8, provide such information relating to the Supplier, any Monitored Supplier, Key Sub-contractors and/or the Guarantor as the Buyer may reasonably require in order to understand the risk to the Deliverables, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.
	1. The Relevant Authority shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the Relevant Authority does not approve the draft Financial Distress Remediation Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Remediation Plan, which shall be resubmitted to the Relevant Authority within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is approved by the Relevant Authority or referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms under Paragraph 4.5.
	2. If the Relevant Authority considers that the draft Financial Distress Remediation Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the Supplier’s obligations in accordance with the Contract, then it may either agree a further time period for the development and agreement of the Financial Distress Remediation Plan or escalate any issues with the draft Financial Distress Remediation Plan using the Dispute Resolution Procedure in Clause 34 of the Core Terms.
	3. Following approval of the Financial Distress Remediation Plan by the Relevant Authority, the Supplier shall:

4.6.1 on a regular basis (which shall not be less than fortnightly):

1. review and make any updates to the Financial Distress Remediation Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by the Relevant Authority, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the

Deliverables in accordance with this Contract; and

1. provide a written report to the Relevant Authority setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;

4.6.2 where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph 4.6.1, submit an updated Financial Distress Remediation Plan to the Relevant Authority for its approval, and the provisions of Paragraphs 4.4 and 4.5 shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and

4.6.3 comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.

* 1. Where the Supplier reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Relevant Authority and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 4.6.
	2. The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at paragraph 4.3.2(b) is available when required and on request from the Relevant Authority and within reasonable timescales. Such measures may include:
		1. obtaining in advance written authority from Key Subcontractors, the Guarantor and/or Monitored Suppliers authorising the disclosure of the information to the Buyer and/or entering into confidentiality agreements which permit disclosure;
		2. agreeing in advance with the Relevant Authority, Key Subcontractors, the Guarantor and/or Monitored Suppliers a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the Relevant Authority;
		3. putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Relevant Authority (which may include making price sensitive information available to the Relevant Authority’s nominated personnel through confidential arrangements, subject to their consent); and
		4. disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

#### 5. Financial Indicators

5.1 Subject to the calculation methodology set out at Annex 3 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Financial Indicator**  | **Calculation1**  | **Financial** **Target** **Threshold:**  | **Monitoring and**

|  |
| --- |
| **[if**  |

**Reporting Frequency different from the default position set out in**  |
| 1 [Operating Margin] OR [The higher of (a) the Operating Margin for the most recent 12 month period and  | [Operating Margin = Operating Profit / Revenue]  | [> [X%]]  | Tested and reported [yearly / half yearly] in arrears within [120 / 90] days of each [accounting reference date / half year end] based upon figures for the 12 months ending on the relevant [accounting reference date / half year end]  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | (b) the average |  gin   |  |  |  |
| Operating Mar for the last two 12 month periods]  |
| 2 [Free Cash Flo to Net Debt RaOR [Net Debt to EBITDA Ratio]  | w tio]  | [Free Cash Flow to Net Debt Ratio = Free Cash Flow / Net Debt] OR [Net Debt to EBITDA ratio = Net Debt / EBITDA]  | [> [X%]] OR [< [X]] times  | Tested and reported [yearly / half yearly] in arrears within [120 / 90] days of each [accounting reference date / half year end] based upon [Free Cash Flow / EBITDA] for the 12 months ending on, and Net Debt at, the relevant [accounting reference date / half year end]  |
| 3 [Net Debt + NetPension DeficiEBITDA ratio]  |  t to  | [Net Debt + Net Pension Deficit to EBITDA Ratio = (Net Debt + Net Pension Deficit) / EBITDA]  | [< [X]] times  | Tested and reported yearly in arrears within 90 days of each accounting reference date based upon EBITDA for the 12 months ending on, and the Net Debt and Net Pension Deficit at, the relevant accounting reference date  |
| 4 [Net Interest PCover]  | aid  | [Net Interest Paid Cover = Earnings Before Interest and Tax / Net Interest Paid]  | [> [X]] times  | Tested and reported [yearly / half yearly] in arrears within [120 / 90] days of each [accounting reference date / half year end] based upon figures for the 12 months ending on the relevant [accounting reference date / half year end]  |
| 5 [Acid Ratio]  |  | [Acid Ratio = (Current Assets – Inventories) /  | [> [X]] times  | Tested and reported [yearly / half yearly] in arrears within [120 /90]  |
|  |  | Current |  s]  |  | days of each reference date end] the relevant [reference date end | [accounting |     |
| *Liabilitie* | */ half year**based upon figures at* *accounting*  */ half year**]*  |
| 6 [Net Asset value]  | [Net Ass Value = Assets] | et Net   | [> £0]  | Tested and reported [yearly / half yearly] in arrears within [120 /90] days of each [accounting reference date / half year end] based upon figures at the relevant [accounting reference date / half year end]  |
| 7 [Group Exposure Ratio]  | [Group ExposurGross Ass | e / ets]  | [< [X]]%  | Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures at the relevant accounting reference date  |
| Financial Target 8 [etc.]  | [etc.]  |  | [etc.]  | [etc.]  |

Key: 1 – see Annex 3 to this Schedule which sets out the calculation methodology to be used in the calculation of each financial indicator.

5.2 Monitored Suppliers

|  |  |
| --- | --- |
| **Monitored Supplier**  | Applicable Financial Indicators (these are the Financial Indicators from the table in Paragraph 5.1 which  |
|  | are to apply to the Monitored Suppliers)  |
| [Entity 1 e.g Group Member, Subcontractor, Relevant Parent Company etc.]  | – Operating Margin] – etc..] [3][4][5][6][7][8][etc..]  |
| [Entity 2 e.g Group Member, Subcontractor, Relevant Parent Company etc.]  | – Operating Margin] – etc.] [3][4][5][6][7][8][etc..]  |
| [etc.]  | [etc.]  |

#### 6. Termination rights

6.1 The Relevant Authority shall be entitled to terminate the Contract if:

6.1.1 the Supplier fails to notify the Relevant Authority of a Financial Distress Event in accordance with Paragraph 2.3.3;

6.1.2 the Parties fail to agree a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraphs 4.3 to 4.5; and/or

6.1.3 the Supplier fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress

Remediation Plan) in accordance with Paragraph 4.6.3, which shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply accordingly.

#### 7. Primacy of Credit Ratings

7.1 Without prejudice to the Supplier’s obligations and the Relevant Authority’s rights and remedies under Paragraph 2, if, following the occurrence of a Financial Distress Event pursuant to any of Paragraphs 3.1.2 to 3.1.7, the Rating Agencies review and report subsequently that the credit ratings for the FDE Group entities do not drop below the relevant Credit Rating Thresholds specified for those entities in Annex 2 to this Schedule, then:

7.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and

7.1.2 the Relevant Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

#### 8. Board confirmation

8.2 The Supplier shall ensure that in its preparation of the Board Confirmation it exercises due care and diligence and has made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to understand and confirm the position.

8.3 In respect of the first Board Confirmation to be provided under this Contract, the

Supplier shall provide the Board Confirmation within 15 months of the Effective Date if earlier than the timescale for submission set out in Paragraph 8.1 of this Schedule.

8.4 Where the Supplier is unable to provide a Board Confirmation in accordance with

Paragraphs 8.1 to 8.3 of this Schedule due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Supplier to submit in place of the Board Confirmation, a statement from the Board of Directors to the Buyer (and where the Supplier is a Strategic Supplier, the

Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.

#### 9. Optional Clauses

9.1 Where a Buyer’s Call-Off Contract is a Bronze Contract, if specified in the Order Form, the terms at Annex 5 shall apply to the Call-Off Contract in place of the foregoing terms of this Joint Schedule 7.

**Annex 1: Rating Agencies and their standard Rating System**

[Rating Agency 1]

[Rating Agency 2]

#### Annex 2: Credit Ratings and Credit Rating Thresholds

|  |  |
| --- | --- |
| **Entity**  | **Credit rating (long term)**  |
| Supplier  |  |
|  |   |
|  |   |

**Annex 3: Calculation methodology for Financial Indicators**

The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

#### General methodology

***Terminology***: The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).

***Groups***: Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.

***Foreign currency conversion***: Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.

***Treatment of non-underlying items***: Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

#### Specific Methodology

|  |  |
| --- | --- |
| **Financial Indicator**  | Specific Methodology  |
| 1 [Operating Margin]  | [The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements. Figures for Operating Profit and Revenue should exclude the entity’s share of the results of any joint ventures or Associates. Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.]  |
| 2 [Free Cash Flow to Net Debt Ratio]  | [“Free Cash Flow” = Net Cash Flow from Operating Activities – Capital Expenditure  |

|  |  |  |  |
| --- | --- | --- | --- |
|       |  | “Capital Expenditure” = Purchase of property, plant & |   Cash                    |
| equipment + purchase of intangible assets “Net Debt” = Bank overdrafts + Loans and borrowings + Finance Leases + Deferred consideration payable – and cash equivalents The majority of the elements used to calculate the Free Cash Flow to Net Debt Ratio should be shown on the face of the Statement of Cash Flows and the Balance Sheet in a standard set of financial statements. Net Cash Flow from Operating Activities: This should be stated after deduction of interest and tax paid. Capital expenditure: The elements of capital expenditure may be described slightly differently but will be found under ‘Cash flows from investing activities’ in the Statement of Cash Flows; they should be limited to the purchase of fixed assets (including intangible assets) for the business and exclude acquisitions. The figure should be shown gross without any deduction for any proceeds of sale of fixed assets. Net Debt: The elements of Net Debt may also be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be treated as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members. Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing. Cash and cash equivalents should include short-term financial investments shown in current assets. Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.] OR  |

|  |  |  |  |
| --- | --- | --- | --- |
|  OR [Net Debt to EBITDA Ratio]  |  | [“Net Debt” = Bank overdrafts + Loans and borrowings + |                     |
| Finance leases + Deferred consideration payable – Cash and cash equivalents “EBITDA” = Operating profit + Depreciation charge + Amortisation charge The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of theBalance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.Net Debt: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members. Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing. Cash and cash equivalents should include short-term financial investments shown in current assets. Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met. EBITDA: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity’s share of the results of any joint ventures or Associates. The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).]  |

|  |  |
| --- | --- |
| 3 [Net Debt + Net Pension Deficit to EBITDA ratio]  | [“Net Debt” = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents “Net Pension Deficit” = Retirement Benefit Obligations – Retirement Benefit Assets “EBITDA” = Operating profit + Depreciation charge + Amortisation charge The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements. Net Debt: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members. Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing. Cash and cash equivalents should include short-term financial investments shown in current assets. Net Pension Deficit: Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms. Where ‘Net Debt + Net Pension Deficit’ is negative, the relevant Financial Target Threshold should be treated as having been met.  |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | EBITDA: Operating profit should be shown on the face of |         |
| the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity’s share of the results of any joint ventures or Associates. The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless ‘Net Debt + Net Pension Deficit’ is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met).]  |
| 4 [Net Interest Paid Cover]  | [“Earnings Before Interest and Tax” = Operating profit “Net Interest Paid” = Interest paid – Interest received Operating profit should be shown on the face of the Income Statement in a standard set of financial statements and, for the purposes of calculating this Financial Indicator, should include the entity’s share of the results of any joint ventures or Associates. Interest received and interest paid should be shown on the face of the Cash Flow statement. Where Net interest paid is negative (i.e. the entity has net interest received), the relevant Financial Target Threshold should be treated as having been met.]  |
| 5 [Acid Ratio]  | [All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements.]  |
| 6 [Net Asset value]  | [Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or ‘Shareholders’ Funds’. They represent the net assets available to the shareholders. Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e. where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of minority or non- |
|  |  | controlling interests (as if the entity owned 100% of such |   |
| entity).]  |
| 7 [Group Exposure Ratio]  | [“Group Exposure” = Balances owed by Group Undertakings + Contingent liabilities assumed in support of Group Undertakings “Gross Assets” = Fixed Assets + Current Assets Group Exposure: Balances owed by (ie receivable from) Group Undertakings are shown within Fixed assets or Current assets either on the face of the Balance Sheet or in the relevant notes to the financial statements. In many cases there may be no such balances, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group. Contingent liabilities assumed in support of Group Undertakings are shown in the Contingent Liabilities note in a standard set of financial statements. They include guarantees and security given in support of the borrowings of other group companies, often as part of group borrowing arrangements. Where the contingent liabilities are capped, the capped figure should be taken as their value. Where no cap or maximum is specified, the relevant Financial Target Threshold should automatically be regarded as not having been met. In many cases an entity may not have assumed any contingent liabilities in support of Group Undertakings, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group. Gross Assets: Both Fixed assets and Current assets are shown on the face of the Balance Sheet]  |
| 8 [Insert additional Financial Indicators as necessary]  | [Etc..]  |

**ANNEX 4: BOARD CONFIRMATION**

**Supplier Name:**

**Contract Reference Number:**

The Board of Directors acknowledge the requirements set out at paragraph 8 of Joint Schedule 7 (*Financial Distress*) and confirm that the Supplier has exercised due care and diligence and made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to enable the Board to prepare this statement.

The Board of Directors confirms, to the best of its knowledge and belief, that as at the date of this Board Confirmation it is not aware of and has no knowledge:

that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the Effective Date or is subsisting; or

of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event

On behalf of the Board of Directors:

|  |  |
| --- | --- |
|  Chair  | …………………………………  |
|  Signed  | …………………………………  |
|  Date   | …………………………………  |
| Director  | …………………………………  |
|  Signed  | …………………………………  |
|  Date    | …………………………………  |

## ANNEX 5: OPTIONAL CLAUSES FOR BRONZE CONTRACTS

### Definitions

In this Annex 5, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **"Credit Rating** **Threshold"**  | 1 the minimum credit rating level for the Monitored Company as set out in Appendix 2;  |
| **"Financial Distress** **Event"**  | 2 the occurrence or one or more of the following events:  |
| a)  | the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;  |
|  | b)  | the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;  |
|  | c)  | there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;  |
|  | d)  | Monitored Company committing a material breach of covenant to its lenders;  |
|  | e)  | a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or  |
|  | f)  | any of the following:  |

1. commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;
2. non-payment by the Monitored Company of any financial indebtedness;
3. any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or
4. the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

3 in each case which the Relevant Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;

|  |  |
| --- | --- |
| **"Financial Distress** **Service Continuity** **Plan"**  | 4 a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;  |

 **“Monitored** 5 Supplier [the Guarantor] or any Key

 **Company”** Subcontractor]

 **"Rating Agencies"** 6 the rating agencies listed in Appendix 1.

### When this Schedule applies

The Parties shall comply with the provisions of this Annex 5 in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

 The terms of this Annex 5 shall survive:

under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and

under the Call-Off Contract until the termination or expiry of the CallOff Contract.

### What happens when your credit rating changes

The Supplier warrants and represents to the Relevant Authority that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Appendix 2.

The Supplier shall promptly (and in any event within five (5) Working Days) notify the Relevant Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company’s auditors thereafter provide the Relevant Authority within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by the Relevant Authority (such requests not to exceed 4 in any Contract Year) with written calculations of [**Guidance:** **check** with Commercial Finance what provisions to make here – the quick ratio is not currently used] the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by the Relevant Authority. For these purposes the "quick ratio" on any date means:

where:

1. is the value at the relevant date of all cash in hand and at the bank of the Monitored Company];
2. is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date;
3. is the value at the relevant date of all account receivables of the Monitored]; and
4. is the value at the relevant date of the current liabilities of the Monitored Company].

The Supplier shall:

regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and

promptly notify (or shall procure that its auditors promptly notify) the

Relevant Authority in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

### What happens if there is a financial distress event

In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Relevant Authority becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Relevant Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6 of this Annex 5.

**[Guidance**: delete this clause if there are no Key Subcontractors or the Key Subcontractors are not Monitored Company]

[In the event that a Financial Distress Event arises due to a Key Subcontractor notifying the Relevant Authority that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, the Relevant Authority shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

rectify such late or non-payment; or demonstrate to the Relevant Authority's reasonable satisfaction that there is a valid reason for late or non-payment.]

The Supplier shall and shall procure that the other Monitored Companies shall: at the request of the Relevant Authority meet the Relevant Authority as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and

where the Relevant Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:

submit to the Relevant Authority for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten

(10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

provide such financial information relating to the Monitored Company as the Relevant Authority may reasonably require.

If the Relevant Authority does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Relevant Authority within five (5) Working Days of the

rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by the Relevant Authority or referred to the Dispute Resolution Procedure.

If the Relevant Authority considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

Following Approval of the Financial Distress Service Continuity Plan by the Relevant Authority, the Supplier shall:

on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the

Deliverables in accordance with each Call-Off Contract; where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Relevant Authority and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.

CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

### When CCS or the Buyer can terminate for financial distress

CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:

the Supplier fails to notify the Relevant Authority of a Financial Distress Event in accordance with Paragraph 3.4;

The Relevant Authority and the Supplier fail to agree a Financial

Distress Service Continuity Plan (or any updated Financial

Distress Service Continuity Plan) in accordance with

Paragraphs 4.3 to 4.5; and/or

the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress

Service Continuity Plan) in accordance with Paragraph 4.6.3.

If the Contract is terminated in accordance with Paragraph 5.1, Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

### What happens If your credit rating is still good

Without prejudice to the Supplier’s obligations and CCS’ and the Buyer’s rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and

The Relevant Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

## APPENDIX 1: RATING AGENCIES

[Rating Agency 1]

[Rating Agency 2]

## APPENDIX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

**Part 1: Current Rating**

|  |  |
| --- | --- |
| **Entity**  | **Credit rating (long term)**  |
| Supplier  | [D&B Threshold]  |
| [Guarantor]  |   |
| [Key Subcontractor]  |   |

### Joint Schedule 10 (Rectification Plan)



|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|    | 4.  |  | [date] |   |
|  |
|  | […] |   |  | [date] |   |
|  |  |
|  Signed by the Supplier:  |   |  Date:  |   |
| **Review of Rectification Plan**  | [CCS/Buyer] |   |
|  |
| Outcome of review  |  | [Plan Accepted] [Plan Rejected] [Revised Plan |   |
| Requested]  |
| Reasons for Rejection (if applicable)  |  | [**add**  | reasons]  |
|  |
| Signed by  | [CCS/Buyer] |   |   | Date:  |   |
|  |

### Joint Schedule 11 (Processing Data)

**Definitions**

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

**“Processor** all directors, officers, employees, agents, consultants and

**Personnel”** suppliers of the Processor and/or of any Sub processor engaged in the performance of its obligations under a Contract;

**Status of the Controller**

1. The Parties acknowledge that for the purposes of the Data Protection

Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

(a) “Controller” in respect of the other Party who is “Processor”; (b) “Processor” in respect of the other Party who is “Controller”;

1. “Joint Controller” with the other Party;
2. “Independent Controller” of the Personal Data where the other Party is also

“Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 *(Processing Personal Data)* which scenario they think shall apply in each situation.

**Where one Party is Controller and the other Party its Processor**

1. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 *(Processing Personal Data*) by the Controller.
2. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
3. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
4. a systematic description of the envisaged Processing and the purpose of the Processing;
5. an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
6. an assessment of the risks to the rights and freedoms of Data Subjects; and
7. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

1. Process that Personal Data only in accordance with Annex 1 *(Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
2. ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms*,* which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
	1. nature of the data to be protected;
	2. harm that might result from a Personal Data Breach;
	3. state of technological development; and
	4. cost of implementing any measures; (c) ensure that :
	5. the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1

*(Processing Personal Data*));

* 1. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
		1. are aware of and comply with the Processor’s duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
		2. are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
		3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
		4. have undergone adequate training in the use, care, protection and handling of Personal Data;
1. not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
	1. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with

UK GDPR Article 46 or LED Article 37) as determined by the Controller;

* 1. the Data Subject has enforceable rights and effective legal remedies;
	2. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
	3. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
1. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

1. receives a Data Subject Access Request (or purported Data Subject Access Request);
2. receives a request to rectify, block or erase any Personal Data;
3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
5. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
6. becomes aware of a Personal Data Breach.
7. The Processor’s obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
9. the Controller with full details and copies of the complaint, communication or request;
10. such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
11. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
12. assistance as requested by the Controller following any Personal Data Breach; and/or
13. assistance as requested by the Controller with respect to any request from the

Information Commissioner’s Office, or any consultation by the Controller with the Information Commissioner's Office.

10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

1. the Controller determines that the Processing is not occasional;
2. the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
3. the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
4. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller’s designated auditor.
5. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
6. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
7. notify the Controller in writing of the intended Subprocessor and Processing;
8. obtain the written consent of the Controller;
9. enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
10. provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
11. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
12. The Relevant Authority may, at any time on not less than thirty (30) Working Days’ notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
13. The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Relevant Authority may on not less than thirty (30) Working Days’ notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner’s Office.

**Where the Parties are Joint Controllers of Personal Data**

1. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

**Independent Controllers of Personal Data**

1. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
2. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
3. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
4. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
5. The Parties shall only provide Personal Data to each other:
6. to the extent necessary to perform their respective obligations under the Contract;
7. in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
8. where it has recorded it in Annex 1 *(Processing Personal Data).*
9. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the

UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

1. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
2. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract **(“Request Recipient”)**:
3. the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
4. where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
	1. promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
	2. provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:

1. do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
2. implement any measures necessary to restore the security of any compromised Personal Data;
3. work with the other Party to make any required notifications to the Information

Commissioner’s Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

1. not do anything which may damage the reputation of the other Party or that

Party's relationship with the relevant Data Subjects, save as required by Law.

1. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 *(Processing Personal Data).*
2. Personal Data shall not be retained or processed for longer than is necessary to perform each Party’s respective obligations under the Contract which is specified in Annex 1 *(Processing Personal Data)*.
3. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

**Annex 1 - Processing Personal Data**

1. **Template**

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

* 1. The contact details of the Relevant Authority’s Data Protection Officer are: **REDACTED TEXT**
	2. The contact details of the Supplier’s Data Protection Officer are: **REDACTED TEXT**
	3. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
	4. Any such further instructions shall be incorporated into this Annex.

|  |  |
| --- | --- |
| **Description**  | **Details**  |
| Identity of Controller for each Category of Personal Data  | **The Relevant Authority is Controller and the Supplier is Processor** The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:  Implementation and Delivery of an Entity Resolution capability as described in Call off Schedule 20 (Specification) of the Call off Contract    |
| Duration of the Processing  | *For the duration of the Call Off Contract*  |

|  |  |
| --- | --- |
| Nature and purposes of the Processing  | The Entity Resolution capability will resolve entities by linking data to develop a ‘complete’ Customer record e.g. data that belongs to the same entity with a high confidence for both individuals and organisations.  The capability will match datasets across disparate data and profiling to connect and identify non-obvious relationships surfacing this through the Central Customer Registry.  This will be done in real time (auto incremental processing) or in batch for multiple use cases known and unknown. The tool will integrate with various data sources and formats including cloud storage and APIs and must be able to integrate with Salesforce, SAP cloud solutions.A Unique Customer Record (UCR) is an essential dependency behind the accurate calculation of tax and payments in near real time.  It will put in place the foundations that enables HMRC to take a more efficiently and effectively holistic view of customers.  Clean, accurate and up to date records are fundamental to ensuring that HMRC can meet its UK GDPR legal obligations and reduce customer contacts driven by inaccurate customer records and deliver the single tax account committed to in the Tax Administration Strategy.   |

|  |  |
| --- | --- |
| Type of Personal Data  | To support the Central Customer Registry (CCR) and a ‘single version of the truth’ view for every HMRC customer, to identify legal entities across records held within multiple Head of Duty Systems an Entity Resolve capability is required for Individuals, Sole Traders and Organisations. The data being processed will be both for individuals and organisations, and resides within NPS, ETMP, CESA and COTAX. Example of the data to be processes is detailed below, to note this is the current expectation but through development of the requirements and solution, may include additional data feeds, identifiers, and data attributes to support the matching capability. REDACTED TEXT    |
| Categories of Data Subject  | *As above*  |
| Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data  | As defined in contract, evidence of destruction on demand by HMRC (the authority)  |

1. **Framework Contract Personal Data Processing**

|  |  |
| --- | --- |
| **Description**  | **Details**  |
| Identity of Controller for each Category of Personal Data  | **The Relevant Authority is the Controller and the Supplier is Processor** The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data.   |
| Duration of the Processing  | Up to five years after the expiry or termination of the Framework Contract  |
| Nature and purposes of the Processing  | To facilitate the fulfilment of the Supplier’s obligations arising under this Framework Contract including I. Ensuring effective communication between the Supplier and the Relevant Authority  |

|  |  |
| --- | --- |
|  | II. Maintaining full and accurate records of every Call-Off Contract arising under the Framework Contract in accordance with Core Terms Clause 15 (Record Keeping and Reporting)  |
| Type of Personal Data  | Includes: 1. Contact details of, and communications with, Relevant

Authority staff concerned with management of the Framework Contract 1. Contact details of, and communications with, Buyer staff concerned with award and management of Order Call-Off

Contracts awarded under the Framework Contract, 1. Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier’s obligations arising from this Framework Contract

 Contact details, and communications with Supplier staff concerned with management of the Framework Contract   |
| Categories of Data Subject  | Includes: 1. Relevant Authority staff concerned with management of the Framework Contract
2. Buyer staff concerned with award and management of Call-

Off Contracts awarded under Framework Contract 1. Sub-contractor staff concerned with fulfilment of the

Supplier’s obligations arising from this Framework Contract  Supplier staff concerned with fulfilment of the Supplier’s obligations arising under this Framework Contract   |
| Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member  | All relevant data to be deleted 5 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder  |
| State law to preserve that type of data  |  |

1. **Undertakings of both Parties**

2.1 The Supplier and the Relevant Authority each undertake that they shall:

1. report to the other Party monthly on:
	1. the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
	2. the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
	3. any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party’s obligations under applicable Data Protection Legislation;
	4. any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
	5. any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

1. notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
2. provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
3. not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
4. request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
5. ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
6. take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
	1. are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
	2. are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
	3. have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
7. ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
8. nature of the data to be protected;
	1. harm that might result from a Personal Data Breach;
	2. state of technological development; and
	3. cost of implementing any measures;
9. ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
10. ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

1. **Data Protection Breach**

3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

1. sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
2. all reasonable assistance, including:
	* 1. co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
		2. co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
		3. co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
		4. providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party’s own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

1. the nature of the Personal Data Breach;
2. the nature of Personal Data affected;
3. the categories and number of Data Subjects concerned;
4. the name and contact details of the Supplier’s Data Protection Officer or other relevant contact from whom more information may be obtained;
5. measures taken or proposed to be taken to address the Personal Data Breach; and
6. describe the likely consequences of the Personal Data Breach.
7. **Audit**

4.1 The Supplier shall permit:

1. the Relevant Authority, or a third-party auditor acting under the Relevant

Authority’s direction, to conduct, at the Relevant Authority’s cost, data privacy and security audits, assessments and inspections concerning the Supplier’s data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or

1. the Relevant Authority, or a third-party auditor acting under the Relevant Authority’s direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier’s compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

1. **Impact Assessments**

5.1 The Parties shall:

1. provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and

1. maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

1. **ICO Guidance**

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days’ notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

1. **Liabilities for Data Protection Breach**

7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

1. if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
2. if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier’s sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
3. if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).
	1. If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction (“Court”) by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible

for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

* 1. In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the “Claim Losses”):
1. if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
2. if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
3. if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

1. **Termination**

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

1. **Sub-Processing**

9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

1. carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
2. ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. **Data Retention**

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

### Joint Schedule 12 (Supply Chain Visibility)

1. **Definitions**

1.1In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

**"Contracts Finder"** the Government’s publishing portal for public sector procurement opportunities;

**"SME"** an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission

Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;

**“Supply Chain Information** the document at Annex 1 of this Schedule

 **Report Template”** 12; and

**"VCSE"** a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

1. **Visibility of Sub-Contract Opportunities in the Supply Chain**

* 1. The Supplier shall:

* + 1. subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
		2. within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
		3. monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
		4. provide reports on the information at Paragraph 2.1.3 to the Relevant

Authority in the format and frequency as reasonably specified by the Relevant Authority; and

* + 1. promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

* 1. Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

* 1. The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.

* 1. Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

1. **Visibility of Supply Chain Spend**

* 1. In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
		+ 1. the total contract revenue received directly on the Contract;
			2. the total value of sub-contracted revenues under the Contract

(including revenues for non-SMEs/non-VCSEs); and

* + - 1. the total value of sub-contracted revenues to SMEs and VCSEs.

* 1. The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.

* 1. The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

#### Annex 1

**Supply Chain Information Report template**



1. <https://www.iasplus.com/en/standards/ifrs/ifrs10> [↑](#footnote-ref-1)
2. ‘Fraudulent evasion’ means any ‘UK tax evasion offence’ or ‘UK tax evasion facilitation offence’ as defined by section 52 of the Criminal Finances Act 2017 or a failure to prevent facilitation of tax evasion under section 45 of the same Act. [↑](#footnote-ref-2)
3. “General Anti-Abuse Rule” means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions [↑](#footnote-ref-3)
4. “Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others [↑](#footnote-ref-4)
5. A Disclosure of Tax Avoidance Scheme (DOTAS) or VAT Disclosure Regime (VADR) scheme caught by rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Section 19 and Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Section 19 and Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992. [↑](#footnote-ref-5)
6. The full definition of ‘Anti-avoidance rule’ can be found at Paragraph 25(1) of Schedule 18 to the Finance Act 2016 and Condition 2 (a) above shall be construed accordingly. [↑](#footnote-ref-6)
7. Targeted list of tax avoidance schemes that HMRC believes are being used to avoid paying tax due and which are listed on the Spotlight website: [https://www.gov.uk/government/collections/tax-avoidance-schemescurrently-in-the-spotlight](https://www.gov.uk/government/collections/tax-avoidance-schemes-currently-in-the-spotlight)  [↑](#footnote-ref-7)
8. The Code of Practice 9 (COP9) is an investigation of fraud procedure, where X agrees to make a complete and accurate disclosure of all their deliberate and non-deliberate conduct that has led to irregularities in their tax affairs following which HMRC will not pursue a criminal investigation into the conduct disclosed. [↑](#footnote-ref-8)