

Core Terms

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NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 This Contract will be read and interpreted in accordance with Joint Schedule 1 (Definitions).

2. HOW THE CONTRACT WORKS

- 2.1 The Framework Agreement:

- 2.1.1 is a separate contract to the Call-Off Contract;
- 2.1.2 is between the Supplier and DHSC;
- 2.1.3 includes these Core Terms, the Framework Schedules, the Joint Schedules and the completed Framework Award Form; and
- 2.1.4 survives the termination of any Call-Off Contract(s).

- 2.2 If allowed by the Regulations, DHSC can use Special Terms in the Framework Award Form to add or change terms of the Framework Agreement.

- 2.3 Subject to the provisions of Framework Schedule 7 (Call-Off Procedure), DHSC does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Agreement.

- 2.4 DHSC has paid one penny in consideration to the Supplier to form the Framework Agreement. The Supplier acknowledges this payment.

- 2.5 If a Buyer decides to purchase any Services under the Framework Agreement it must use Framework Schedule 7 (Call-Off Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template).

- 2.6 Each Call-Off Contract:

- 2.6.1 is a separate contract to the Framework Agreement;
- 2.6.2 is between the Supplier and the Buyer;
- 2.6.3 includes these Core Terms, the Joint Schedules, the completed Order Form and any End-User Order (to the extent that this does not conflict with an Order Form and in which case the Order Form will take precedence); and
- 2.6.4 survives the termination of the Framework Agreement.

- 2.7 If allowed by the Regulations, the Buyer can use Special Terms in the Order Form to add or change terms of the Call-Off Contract.

- 2.8 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.

- 2.9 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges, because it failed to either:

- 2.9.1 verify the accuracy of the Due Diligence Information; or
- 2.9.2 properly perform its own adequate checks.

2.10 Neither DHSC nor the Buyer will be liable for errors, omissions or misrepresentation of any information.

2.11 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of the Services are and remain true and accurate.

3. **CONDITIONS PRECEDENT**

3.1 A Contract shall not come into force until the Supplier has provided evidence to the Relevant Authority that it holds all necessary rights, registrations, permissions, approvals, authorisations, licences and consents to perform its obligations under that Contract.

4. **SERVICES**

4.1 The Supplier must provide Services:

4.1.1 that comply with the provisions of the Contract, the Specification and the Framework Tender Response;

4.1.2 to a professional standard;

4.1.3 using reasonable skill and care and at all times using appropriately skilled, trained and experienced Supplier Staff;

4.1.4 using Good Industry Practice;

4.1.5 using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;

4.1.6 promptly and at the time and on the dates agreed in an Order Form and/or End-User Order; and

4.1.7 that comply with Law.

4.2 The Supplier must deliver the Goods to the specified location(s) in the Order Form and/or End-User Order within the required timescales.

4.3 The Supplier acknowledges that any delay in the provision of the Services (including a late response to an End-User Order or any failure to comply with the timescales in relation to the distribution of the Goods as set out in the Specification and/or Order Form and/or End-User Order) will be a Default.

4.4 The Supplier must cooperate with DHSC, the Buyer and all third-party suppliers, including Framework Suppliers, on all aspects connected with the provision of the Services and ensure that Supplier Staff comply with any reasonable instructions.

4.5 The Supplier must at its own risk and expense provide all Supplier Equipment required to provide the Services.

4.6 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.

4.7 The Supplier must take all reasonable care to ensure performance does not disrupt the Relevant Authority's operations, employees or other contractors, including other Framework Suppliers.

4.8 The Supplier:

4.8.1 must ensure that all Services, and anything used to provide the Services, are of good quality and free from defects;

- 4.8.2 procures that it has and shall maintain a properly documented system of quality controls and processes covering all aspects of its obligations under the Contract and/or under Law and/or Good Industry Practice and shall at all times comply with such quality controls and processes;
 - 4.8.3 without prejudice to any specific notification requirements set out in the Contract, will promptly notify DHSC of any health and safety hazard which has arisen, or the Supplier is aware may arise, in connection with the Goods and/or the performance of the Services and take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by such hazards; and
 - 4.8.4 shall use Good Industry Practice to ensure that any information and communications technology systems and/or related hardware and/or software it uses are free from corrupt data, viruses, worms and any other computer programs or code which might cause harm or disruption to DHSC, the Buyer or any End-User's information and communications technology systems.
- 4.9 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5. **GOODS**

- 5.1 The Supplier must ensure that:
- 5.1.1 the Goods are stored and/or distributed in accordance with good warehousing practice and/or good distribution practice as may be defined under any Law and/or Good Industry Practice relevant to the Goods and in accordance with any instructions from the Buyer, the manufacturer of the Goods and/or any regulatory authority;
 - 5.1.2 all facilities used in the storage and distribution of the Goods are kept in a state and condition necessary to enable the Supplier to comply with its obligations in accordance with this Contract;
 - 5.1.3 the transport and delivery of the Goods mean that they are delivered in good and useable condition; and
 - 5.1.4 where the Goods are required to be stored at a certain temperature, it shall provide, or shall procure the provision of, complete and accurate temperature records for each delivery of the Goods during the period of transport and/or storage of the Goods from the point of receipt by the Supplier to the point of delivery to the End-User.
- 5.2 On receipt of the Goods, the Supplier must store and handle the Goods in accordance with the instructions from the Buyer set out in the Specification and/or a Call-Off Contract.
- 5.3 As relevant and proportionate to the Goods in question and subject to reasonable written notice, the Supplier shall permit any person authorised by the Relevant Authority, to inspect the storage facilities used in the storage of the Goods at all reasonable times at the Supplier's premises or at the premises of any Sub-Contractor or agent of the Supplier in order to confirm that the Goods are being stored in accordance with Good Industry Practice and in compliance with the requirements of the Contract and/or that stock holding and quality assurance processes are in accordance with the requirements of the Contract.
- 5.4 The Buyer retains title to the Goods from the point of purchase from the manufacturer/third-party supplier to the point of delivery to an End-User. The supply of

Goods between the Buyer and the End-User forms a separate contractual arrangement and is not part of the Framework Agreement or any Call-Off Contract. Title to the Goods does not pass to the Supplier at any stage of a Contract.

- 5.5 Delivery shall be completed when the Goods have been unloaded at the location specified by the End-User and such delivery has been received by a duly authorised agent, employee or location representative of the End-User. The Supplier shall ensure that a delivery note shall accompany each delivery of the Goods. Such delivery note shall contain the information specified in the Order Form and/or End-User Order. Within forty-eight (48) hours of delivery, the Supplier shall provide evidence of such delivery to DHSC (a "**Delivery Confirmation**").
- 5.6 The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.
- 5.7 Part deliveries and/or deliveries outside of the agreed delivery times/dates and/or where there is no delivery note and/or an incomplete delivery note may be refused unless the End-User has previously agreed in writing to accept such deliveries. Where delivery of the Goods is refused by the End-User in accordance with this Clause 5.7 the Supplier shall be responsible for all risks, costs and expenses associated with the re-delivery of the Goods in accordance with the agreed delivery times/dates.
- 5.8 Unless otherwise set out in the Specification or Order Form or agreed with the Buyer in writing, the Supplier shall be responsible for carriage, insurance, transport, all relevant licences, all related costs and all other costs associated with the delivery of the Goods to the delivery location and unloading of the Goods at that location. Unless otherwise stated in the Specification or Order Form or agreed with the Buyer in writing, the Supplier shall be responsible for obtaining all export and import licences for the Goods and shall be responsible for any delays to the delivery time due to such licences not being available when required.
- 5.9 All third-party carriers engaged by the Supplier to deliver the Goods shall at no time be an agent of the Buyer and accordingly the Supplier shall be liable to the Buyer for the acts and omissions of all third-party carriers engaged to deliver the Goods to the End-User.
- 5.10 Risk in the Goods shall pass to the Supplier when the Goods come into the Supplier's possession. Risk in the Goods shall pass to the End-User on the End-User's acceptance of the Goods. The End-User will be deemed to have accepted the Goods:
 - 5.10.1 by confirming acceptance following inspection on delivery; or
 - 5.10.2 after two (2) Working Days where the Goods are not deemed Rejected Goods in accordance with Clause 5.11.
- 5.11 The Supplier will ask the End-User to visually inspect the Goods within a reasonable time following delivery and the Buyer may by written notice following such inspection reject any Goods found to be damaged or defective where this is a result of the Supplier not complying with its obligations under the Contract ("**Rejected Goods**"). The Supplier shall take the Rejected Goods and replace with replacement Goods as soon as possible and, in any event, within the End-User's timescales.
- 5.12 The Supplier must provide all reasonable assistance to the Buyer in the event of any Recall of the Goods and must comply with the Buyer's reasonable instructions.

6. **PRICING AND PAYMENTS**

- 6.1 In exchange for the Services, the Supplier must invoice the Buyer for the Charges in the Order Form.

- 6.2 All Charges:
- 6.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 6.2.2 include all costs connected with the supply of Services.
- 6.3 Subject to Clauses 6.6 and 6.7, the Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 6.4 A Supplier invoice is only valid if it includes:
- 6.4.1 all appropriate references including the Contract reference number and other details reasonably requested by the Buyer; and
 - 6.4.2 a detailed breakdown of the Services provided.
- 6.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 6.6 If the Buyer disputes an invoice, it will not be required to pay the invoice in accordance with Clause 6.3 and will promptly escalate the Dispute to the Dispute Resolution Procedure. If the Dispute is resolved in favour of the Supplier, the Buyer must pay all due sums under the invoice within ten (10) Working Days of the outcome but no interest or late payment penalty will apply.
- 6.7 If the Supplier has not provided DHSC with a Delivery Confirmation (as defined in Clause 5.5) in time and/or DHSC has to confirm with the End-User directly that a delivery has been made, DHSC may be delayed in paying the Supplier's invoice and will incur no interest or late payment penalties providing that it pays such invoice as soon as reasonably practicable following receipt of the Delivery Confirmation and/or confirmation from the End-User.
- 6.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, DHSC or the Buyer can publish the details of the late payment or non-payment.
- 6.9 If DHSC or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Services, then DHSC or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 6.10 If Clause 6.8 applies then the Framework Prices (and, where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 6.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless authorised to do so by a court.

7. THE BUYER'S OBLIGATIONS TO THE SUPPLIER

- 7.1 If Supplier Non-Performance arises from an Authority Cause:
- 7.1.1 neither DHSC or the Buyer can terminate a Contract under Clause 12.4.1;
 - 7.1.2 the Supplier is entitled to reasonable and proven Costs and to relief from liability under this Contract to the extent related to the Authority Cause;
 - 7.1.3 the Supplier is entitled to additional time needed to provide the Services, proportionate to the delay caused by the Authority Cause; and
 - 7.1.4 the Supplier cannot suspend the ongoing provision of the Services.

- 7.2 Clause 7.1 only applies if the Supplier:
- 7.2.1 gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
 - 7.2.2 demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
 - 7.2.3 mitigates the impact of the Authority Cause.

8. RECORD KEEPING AND REPORTING

- 8.1 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:
- 8.1.1 during the Contract Period;
 - 8.1.2 for 7 years after the End Date; and
 - 8.1.3 in accordance with Data Protection Legislation,
- including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1 (Definitions).
- 8.2 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.
- 8.3 The Supplier must provide information to the Auditor and provide reasonable co-operation at their request.
- 8.4 If the Supplier is not providing any of the Services, or is unable to provide them, it must immediately:
- 8.4.1 tell the Relevant Authority and give reasons;
 - 8.4.2 propose corrective action; and
 - 8.4.3 provide a deadline for completing the corrective action.

9. SUPPLIER STAFF

- 9.1 The Supplier Staff involved in the performance of each Contract must:
- 9.1.1 be appropriately trained and qualified;
 - 9.1.2 be vetted using Good Industry Practice and the Security Policy; and
 - 9.1.3 comply with all conduct requirements when on the End-User's Premises (such requirements as reasonably notified to the Supplier).
- 9.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a Contract, the Supplier must replace them with a suitably qualified alternative.
- 9.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 29.
- 9.4 The Supplier must provide a list of Supplier Staff needing to access the End-User Premises and say why access is required.

- 9.5 The Supplier indemnifies DHSC and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

10. RIGHTS AND PROTECTION

- 10.1 The Supplier warrants and represents that:
- 10.1.1 it has full capacity and authority to enter into and to perform each Contract;
 - 10.1.2 each Contract is executed by an authorised representative;
 - 10.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 10.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
 - 10.1.5 it has and will maintain all necessary rights, registrations, permissions, approvals, authorisations, licences and consents to perform its obligations under each Contract;
 - 10.1.6 it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract; and
 - 10.1.7 it is not impacted by an Insolvency Event.
- 10.2 The warranties and representations in Clauses 2.11 and 10.1 are repeated each time the Supplier provides Services under the Contract.
- 10.3 The Supplier indemnifies both DHSC and every Buyer against each of the following:
- 10.3.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
 - 10.3.2 non-payment by the Supplier of any tax or National Insurance.
- 10.4 All claims indemnified under this Contract must follow Clause 28.
- 10.5 DHSC or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
- 10.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify DHSC and the Buyer.
- 10.7 All third party warranties and indemnities covering the Services must be assigned for the Buyer's benefit by the Supplier.

11. INTELLECTUAL PROPERTY RIGHTS (IPRS)

- 11.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- 11.1.1 receive and use the Services; and
 - 11.1.2 make use of the services provided by a Replacement Supplier.
- 11.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

- 11.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 11.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in this Clause 11 or otherwise agreed in writing.
- 11.5 If there is an IPR Claim, the Supplier indemnifies DHSC and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 11.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- 11.6.1 obtain for DHSC and the Buyer the rights in Clause 11.1 and 11.2 without infringing any third party IPR; or
- 11.6.2 replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Services.
- 11.7 Notwithstanding any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

12. ENDING THE CONTRACT OR ANY SUBCONTRACT

12.1 Contract Period

- 12.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 12.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

12.2 Ending the Contract without a reason

- 12.2.1 DHSC has the right to terminate the Framework Agreement at any time without reason by giving the Supplier at least three (3) Months' written notice.
- 12.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier at least three (3) Months' written notice.

12.3 Rectification Plan Process

- 12.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan within ten (10) days of the request.
- 12.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:
- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on

the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

12.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

12.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 12.4.3(a).

12.4 When DHSC or the Buyer can end a Contract

12.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within ten (10) days of the request;
- (d) there is a material Default of the Contract;
- (e) there is a material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.11, 11, 16, 17, 29, 34 or Framework Schedule 9 (Cyber Essentials Scheme) (where applicable) relating to any Contract;
- (g) there is, in the Relevant Authority's opinion (acting reasonably), a consistent repeated failure by the Supplier to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in Regulation 57(1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Supplier or its Affiliates embarrass or bring DHSC or the Buyer into disrepute or diminish the public trust in them.

12.4.2 DHSC may terminate the Framework Agreement if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 12.4.1.

12.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Relevant Authority rejects a Rectification Plan;

- (b) there is a Variation which cannot be agreed using Clause 26 (Changing the Contract) or a Dispute that cannot be resolved using Clause 36 (Resolving Disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) any of the events in Regulations 73(1)(a) or (c) of the Regulations happen.

12.5 When the Supplier can end the Contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the Estimated Yearly Charges within 30 days of the date of the Reminder Notice.

12.6 What happens if the Contract ends

12.6.1 Where a Party terminates a Contract under any of Clauses 12.2.1, 12.2.2, 12.4.1, 12.4.2, 12.4.3, 12.5 or 22.2 or a Contract expires all of the following apply:

- (a) the Buyer's payment obligations under the terminated Contract stop immediately except for any payment for Services already provided;
- (b) accumulated rights of the Parties are not affected;
- (c) the Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Services not provided by the Supplier as at the End Date;
- (d) the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
- (e) the Supplier must promptly return any of DHSC or the Buyer's property provided under the terminated Contract; and
- (f) the Supplier must, at no cost to DHSC or the Buyer, co-operate fully in the handover and re-procurement of the Services (including to a Replacement Supplier).

12.6.2 In addition to the consequences of termination listed in Clause 12.6.1, where the Relevant Authority terminates a Contract under Clause 12.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Services for the rest of the Contract Period.

12.6.3 In addition to the consequences of termination listed in Clause 12.6.1, if either the Relevant Authority terminates a Contract under Clause 12.2.1 or 12.2.2 or a Supplier terminates a Call-Off Contract under Clause 12.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) the Buyer must pay the Supplier's reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

- 12.6.4 In addition to the consequences of termination listed in Clause 12.6.1, where a Party terminates under Clause 22.2 each Party must cover its own Losses.
- 12.6.5 The following Clauses survive the termination or expiry of each Contract: 8, 9.5, 11, 13, 14.2, 16, 17, 18, 19, 20, 33.3, 36, 37 and any Clauses and Schedules which are expressly or by implication intended to continue.

12.7 Partially ending and suspending the Contract

- 12.7.1 Where DHSC has the right to terminate the Framework Agreement it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed unless Clause 12.7.3 applies.
- 12.7.2 Where DHSC has the right to terminate a Framework Agreement it is entitled to terminate all or part of it.
- 12.7.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it including suspending the right for the Supplier to accept new End-User Orders. If the Buyer suspends a Contract it can provide the Services itself or buy them from a third party including awarding the relevant Services, or any part of the Services, to an alternative Framework Supplier.
- 12.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
- 12.7.5 The Parties must agree any necessary Variation required by Clause 12.7 using the Variation Procedure, but the Supplier may not either:
- (a) reject the Variation; or
 - (b) increase the Charges, except where the right to partial termination is exercised.
- 12.7.6 The Buyer can still use other rights available, or subsequently available to it, if it acts on its rights under Clause 12.7.

12.8 When Sub-Contracts can be ended

- 12.8.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
 - (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 12.4; or
 - (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

13. HOW MUCH YOU CAN BE HELD RESPONSIBLE FOR

- 13.1 Each Party's total aggregate liability in each Contract Year under the Framework Agreement (whether in tort, contract or otherwise) is no more than £100,000.

- 13.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Order Form
- 13.3 No Party is liable to the other for:
- 13.3.1 any indirect Losses; or
 - 13.3.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 13.4 Notwithstanding Clause 13.1 and 13.2, neither Party limits or excludes any of the following:
- 13.4.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors; or
 - 13.4.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
 - 13.4.3 any liability that cannot be excluded or limited by Law.
- 13.5 Notwithstanding Clauses 13.1 and 13.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 9.5, 10.3, 11.5 or 33.3 of a Contract.
- 13.6 Notwithstanding Clauses 13.1 and 13.2, but subject to Clauses 13.3 and 13.4, the Supplier's aggregate liability in each and any Contract Year under any Joint Controller Agreement shall in no event exceed the Data Protection Liability Cap.
- 13.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 13.8 If more than one Supplier is party to a Contract, each Supplier is jointly and severally liable for their obligations under that Contract.
14. **OBEYING THE LAW**
- 14.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 14.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
- 14.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 14.1 and Clauses 29 to 34.
15. **INSURANCE**
- 15.1 The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances listed in the Order Form.
16. **DATA PROTECTION**
- 16.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 10 (Processing Data).
- 16.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

- 16.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location.
- 16.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy.
- 16.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 16.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
 - 16.6.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than five (5) Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - 16.6.2 restore the Government Data itself or using a third party.
- 16.7 The Supplier must pay each Party's reasonable costs of complying with Clause 16.6 unless DHSC or the Buyer is at fault.
- 16.8 The Supplier:
 - 16.8.1 must provide the Relevant Authority with all Government Data in an agreed open format within ten (10) Working Days of a written request;
 - 16.8.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - 16.8.3 must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - 16.8.4 securely erase all Government Data and any copies it holds when asked to do so by DHSC or the Buyer unless required by Law to retain it; and
 - 16.8.5 indemnifies DHSC and each Buyer against any and all Losses incurred if the Supplier breaches Clause 16 and any Data Protection Legislation.

17. **WHAT YOU MUST KEEP CONFIDENTIAL**

- 17.1 Each Party must:
 - 17.1.1 keep all Confidential Information it receives confidential and secure;
 - 17.1.2 except as expressly set out in the Contract at Clauses 17.2 to 17.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
 - 17.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 17.2 Notwithstanding Clause 17.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
 - 17.2.1 where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

- 17.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
 - 17.2.3 if the information was given to it by a third party without obligation of confidentiality;
 - 17.2.4 if the information was in the public domain at the time of the disclosure;
 - 17.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;
 - 17.2.6 on a confidential basis, to its auditors;
 - 17.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; or
 - 17.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 17.3 Notwithstanding Clause 17.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.
- 17.4 Notwithstanding Clause 17.1, DHSC or the Buyer may disclose Confidential Information in any of the following cases:
- 17.4.1 on a confidential basis to the employees, agents, consultants and contractors of DHSC or the Buyer;
 - 17.4.2 on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that DHSC or the Buyer transfers or proposes to transfer all or any part of its business to;
 - 17.4.3 if DHSC or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 17.4.4 where requested by Parliament; or
 - 17.4.5 under Clause 18.
- 17.5 For the purposes of Clauses 17.2 to 17.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in this Clause 17.
- 17.6 Transparency Information is not Confidential Information.
- 17.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.
- 18. WHEN YOU CAN SHARE INFORMATION**
- 18.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 18.2 Within five (5) Working Days of the Buyer's request the Supplier must give DHSC and each Buyer full co-operation and information needed so the Buyer can:

- 18.2.1 publish the Transparency Information;
 - 18.2.2 comply with any Freedom of Information Act (FOIA) request; and/or
 - 18.2.3 comply with any Environmental Information Regulations (EIR) request.
- 18.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 18. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.
- 19. **INVALID PARTS OF THE CONTRACT**
 - 19.1 If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.
- 20. **NO OTHER TERMS APPLY**
 - 20.1 The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.
- 21. **OTHER PEOPLE'S RIGHTS IN A CONTRACT**
 - 21.1 No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.
- 22. **CIRCUMSTANCES BEYOND YOUR CONTROL**
 - 22.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:
 - 22.1.1 provides a Force Majeure Notice to the other Party; and
 - 22.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
 - 22.2 Either Party can partially or fully terminate the affected Contract if the provision of the Services is materially affected by a Force Majeure Event which lasts for 30 days continuously.
- 23. **RELATIONSHIPS CREATED BY THE CONTRACT**
 - 23.1 No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.
- 24. **GIVING UP CONTRACT RIGHTS**
 - 24.1 A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.
- 25. **TRANSFERRING RESPONSIBILITIES**
 - 25.1 The Supplier cannot assign, novate, subcontract or transfer a Contract or any part of a Contract without the Relevant Authority's written consent (such consent will be deemed with respect to Key Subcontractors set out in the Framework Award Form and/or Order Form).

- 25.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.
- 25.3 When DHSC or the Buyer uses its rights under Clause 25.2 the Supplier must enter into a novation agreement in the form that DHSC or the Buyer specifies.
- 25.4 The Supplier can terminate a Contract novated under Clause 25.2 to a private sector body that is experiencing an Insolvency Event.
- 25.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff and Subcontractors as if they were its own.
- 25.6 If DHSC or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
 - 25.6.1 their name;
 - 25.6.2 the scope of their appointment; and
 - 25.6.3 the duration of their appointment.

26. **CHANGING THE CONTRACT**

- 26.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 26.2 The Supplier must provide an Impact Assessment either:
 - 26.2.1 with the Variation Form, where the Supplier requests the Variation; or
 - 26.2.2 within the time limits included in a Variation Form requested by DHSC or the Buyer.
- 26.3 If the Variation cannot be agreed or resolved by the Parties, DHSC or the Buyer can either:
 - 26.3.1 agree that the Contract continues without the Variation; or
 - 26.3.2 terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Services, or where the Supplier can show evidence of substantial work being carried out to provide them; or
 - 26.3.3 refer the Dispute to be resolved using Clause 36 (Resolving Disputes).
- 26.4 DHSC and the Buyer are not required to accept a Variation request made by the Supplier.
- 26.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
- 26.6 If there is a Specific Change in Law, the Supplier must give DHSC and the Buyer notice of the likely effects of the changes as soon as reasonably practicable. They must also say if they think any Variation is needed either to the Services, Framework Prices or a Contract and provide evidence:
 - 26.6.1 that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
 - 26.6.2 of how it has affected the Supplier's costs.

- 26.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 26.1 to 26.4.
- 26.8 For Regulation 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

27. HOW TO COMMUNICATE ABOUT THE CONTRACT

- 27.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 27.2 Notices to DHSC must be sent to the DHSC Authorised Representative's address or email address in the Framework Award Form.
- 27.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 27.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

28. DEALING WITH CLAIMS

- 28.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 28.2 At the Indemnifier's cost the Beneficiary must both:
- 28.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - 28.2.2 give the Indemnifier reasonable assistance with the claim if requested.
- 28.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 28.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 28.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 28.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 28.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- 28.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
 - 28.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

29. PREVENTING FRAUD, BRIBERY AND CORRUPTION

- 29.1 The Supplier must not during any Contract Period:

- 29.1.1 commit a Prohibited Act or any other criminal offence in Regulation 57(1) of the Regulations; or
- 29.1.2 do or allow anything which would cause DHSC or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 29.2 The Supplier must during the Contract Period:
 - 29.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
 - 29.2.2 keep full records to show it has complied with its obligations under this Clause 29 and give copies to DHSC or the Buyer on request; and
 - 29.2.3 if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with this Clause 29, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 29.3 The Supplier must immediately notify DHSC and the Buyer if it becomes aware of any breach of Clauses 29.1 or 29.2 or has any reason to think that it, or any of the Supplier Staff, has either:
 - 29.3.1 been investigated or prosecuted for an alleged Prohibited Act;
 - 29.3.2 been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
 - 29.3.3 received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
 - 29.3.4 suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.
- 29.4 If the Supplier notifies DHSC or the Buyer as required by Clause 29.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 29.5 In any notice the Supplier gives under Clause 29.3 it must specify the:
 - 29.5.1 Prohibited Act;
 - 29.5.2 identity of the Party who it thinks has committed the Prohibited Act; and
 - 29.5.3 action it has decided to take.

30. **EQUALITY, DIVERSITY AND HUMAN RIGHTS**

- 30.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:
 - 30.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 30.1.2 any other requirements and instructions which DHSC or the Buyer reasonably imposes related to equality Law.

- 30.2 The Supplier must take all necessary steps, and inform DHSC or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

31. HEALTH AND SAFETY

- 31.1 The Supplier must perform its obligations meeting the requirements of:
- 31.1.1 all applicable Law regarding health and safety; and
 - 31.1.2 the End-User's current health and safety policy while at the End-User's Premises, as provided to the Supplier.
- 31.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Sites that relate to the performance of a Contract.

32. ENVIRONMENT

- 32.1 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

33. TAX

- 33.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. DHSC and the Buyer cannot terminate a Contract where the Supplier has not paid a minor tax or social security contribution.
- 33.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify DHSC and the Buyer of it within 5 Working Days including:
- 33.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - 33.2.2 other information relating to the Occasion of Tax Non-Compliance that DHSC and the Buyer may reasonably need.
- 33.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:
- 33.3.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - 33.3.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Services by the Supplier or any of the Supplier Staff.
- 33.4 If any of the Supplier Staff are Workers who receive payment relating to the Services, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- 33.4.1 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 33.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- 33.4.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- 33.4.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 33.3 or confirms that the Worker is not complying with those requirements; and
- 33.4.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

34. CONFLICT OF INTEREST

- 34.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 34.2 The Supplier must promptly notify and provide details to DHSC and each Buyer if a Conflict of Interest happens or is expected to happen.
- 34.3 DHSC and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

35. REPORTING A BREACH OF THE CONTRACT

- 35.1 As soon as it is aware of it the Supplier and Supplier Staff must report to DHSC or the Buyer any actual or suspected breach of:
 - 35.1.1 Law;
 - 35.1.2 Clause 14.1; or
 - 35.1.3 Clauses 29 to 34.
- 35.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 35.1 to the Buyer or a Prescribed Person.

36. RESOLVING DISPUTES

- 36.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 36.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 36.3 to 36.5.
- 36.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 36.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
 - 36.3.1 determine the Dispute;

36.3.2 grant interim remedies; and/or

36.3.3 grant any other provisional or protective relief.

36.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

36.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 36.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 36.4.

36.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

37. **WHICH LAW APPLIES**

This Contract and any Disputes arising out of, or connected to it, are governed by English law.

FRAMEWORK SCHEDULE 1

SPECIFICATION

1. INTRODUCTION

- 1.1 DHSC has appointed the Supplier to store and/or distribute a range of DHSC-owned goods which may include pharmaceutical products, vaccines, repackaged and relabelled products, medical devices, consumables, reagents and medical equipment (the “**Goods**”).
- 1.2 The Supplier will receive the Goods from DHSC, or from a third-party supplier or manufacturer on behalf of DHSC, and store and/or distribute the Goods to third parties which may be third-party suppliers to DHSC or directly to DHSC’s customers (the “**End-Users**”) on receipt of an End-User Order as further described in this Specification.
- 1.3 The Services are divided into the following six (6) main lots:
 - 1.3.1 Lot 1: Pharmaceutical – Primary Care (general practice, pharmacy, dentists, opticians and care homes);
 - 1.3.2 Lot 2: Pharmaceutical – Secondary Care (including NHS trusts, healthcare providers as part of hospital outreach, Children and Adolescent Mental Health Services);
 - 1.3.3 Lot 3: National Vaccine Programme Products;
 - 1.3.4 Lot 4: High Consequence Infectious Disease (HCID) Vaccine Distribution;
 - 1.3.5 Lot 5: Repacked and Relabelled Products; and
 - 1.3.6 Lot 6: Medical Devices, Consumables, Reagents and Equipment.
- 1.4 Each main lot is sub-divided into two sub-lots – sub-Lot (A) will comprise national Framework Suppliers and sub-Lot (B) will comprise regional Framework Suppliers.

- 1.5 The specific requirements for each main lot are set out further below in this Specification. The Supplier is appointed to sub-lot(s) 6.1 and only the requirements of those sub-lots will apply to the Supplier.
- 1.6 This Specification will be interpreted in accordance with Joint Schedule 1 (Definitions) of the Framework Agreement and the Glossary set out in the Annex to this Specification.

2. **STATEMENT OF REQUIREMENTS FOR THE GOODS**

- 2.1 DHSC purchases and stockpiles Goods in response to anticipated shortages (both imminent shortages and potential long-term shortages further to DHSC's risk-mitigation strategy). DHSC identifies potential shortages through a number of routes including from intelligence gained from NHS sources (including NHS England's Allocation and Distribution Group (the "**ADG**") in respect of pharmaceutical shortages and shortages in secondary-care) or via its supply chain risk identification processes. Where there is a requirement for Framework Suppliers to store these Goods and/or Goods are required by End-Users, DHSC will issue a Statement of Requirements. The Statement of Requirements may be for Services in England only or may include any or all of Northern Ireland, Wales or Scotland (together the "**Devolved Administrations**") and will specify any specific requirements as necessary.
- 2.2 DHSC purchases the Goods directly from the manufacturer and may either ask the manufacturer to deliver the Goods directly to the Supplier or will deliver the Goods itself. Exceptionally, DHSC will receive the Goods directly from the manufacturer and the Supplier will be asked to collect the Goods from identified DHSC warehouses. Where this is the case, DHSC will set this out in the Statement of Requirements.
- 2.3 When a Supplier accepts a Statement of Requirements and enters into a Call-Off Contract, it will confirm to DHSC, or a third party nominated by DHSC, that it has received the relevant Goods in its possession.
- 2.4 Where a Supplier is required to deliver Goods to End-Users, End-Users will be notified (by DHSC or a third party such as the ADG) that the Supplier holds the Goods. An End-User can then place an End-User Order with the Supplier in respect of those Goods.
- 2.5 Where a Supplier is instead required to deliver the Goods to a third-party supplier, the arrangements for this will be set out in the Statement of Requirements.

3. **SERVICES**

- 3.1 DHSC will describe the specific Services required in a Statement of Requirements. Those Services may include one or more of the following:

Long-term storage

- 3.2 The Supplier may be required to hold Goods in long-term storage prior to an End-User Order (whether that End-User Order is received by a Supplier or a third-party supplier). The Supplier may be required to hold larger consignments for a longer term than under a short-term storage and distribution arrangement as described in paragraph 3.3, the specifics of the longer-term storage arrangements being set out in the Statement of Requirements. The Supplier may be required to deliver the Goods to a third-party supplier, including another Framework Supplier, for delivery to the End-User or may be required to deliver the Goods directly to the End-User. In the case of the latter, the provisions below (Short-term storage and distribution) will apply.

Short-term storage and distribution

- 3.3 The Supplier may be required to hold Goods in short-term storage and deliver the Goods to an End-User on receipt of an End-User Order. The Supplier will need to ensure that it can meet End-User coverage, register new End-Users and prepare its inventory management system for new Goods prior to receiving the first End-User Order. DHSC may, from time to time, notify the Supplier that it must temporarily cease accepting any End-User Orders for particular Goods in the case of excessive demand and/or where there are potential supply shortages. DHSC will inform the Supplier if this is the case and the Supplier will store the Goods until further notice from DHSC.
- 3.4 The Supplier must provide a secure and user-friendly ordering system for End-Users which, as a minimum, is only accessible by authorised Supplier Staff via a secure company email address log-in and which complies with the provisions of Framework Schedule 9 (Cyber Essentials Framework), Framework Schedule 10 (Business Continuity and Disaster Recovery) and Joint Schedule 10 (Processing Data). If orders are made by telephone, they must be followed-up and confirmed via email by the Supplier.
- 3.5 On receipt of an End-User Order, the Supplier must deliver the Goods to the address specified by the End-User within the period set out in the Order Form and/or End-User Order.

Collecting End-User Payments

- 3.6 The actual supply of Goods and the transfer of ownership in those Goods is between DHSC and End-Users and sits outside the Framework Agreement and any Call-Off Contract. However, while title to the Goods remains with DHSC until receipt by the End-User, DHSC may require the Supplier to act as an agent for DHSC, collecting payments from End-Users in a primary care setting on behalf of DHSC on receipt of the Goods ("**End-User Payment**").
- 3.7 In this instance, the Supplier will issue an invoice to the End-User for the End-User Payment, previously agreed between DHSC and the End-User, on behalf of DHSC. The Supplier shall ensure that payment terms require End-Users to pay such invoices within a

maximum of thirty (30) days from the date of invoice. The Supplier shall use reasonable endeavours to collect the End-User Payment, using all endeavours that it would to collect debt from its own customers. In the event that such End-User Payment has not been collected within sixty (60) days from the date of invoice, DHSC will relieve the Supplier of its obligation and will collect the End-User Payment directly.

- 3.8 The Supplier must reimburse DHSC in respect of any End-User Payments in aggregate at the end of each calendar month and the details of this will be more specifically set out in an Order Form.
- 3.9 If the Supplier is required to provide this Service, DHSC will indicate this in the Statement of Requirements.

Delivery to Devolved Administrations

- 3.10 The Supplier shall ensure that it has any necessary additional licences and export requirements in place prior to delivering to the Devolved Administrations. A Supplier may be required to either deliver directly to a Devolved Administration's Government, a designated location specified by the Devolved Administration's Government and/or directly to End-Users within the territory of that Devolved Administration.
- 3.11 Where a Supplier is unable to deliver the Goods directly to End-Users in the Devolved Administrations because it does not have, for example, the appropriate licences or distribution partners etc. in place, the Supplier shall notify DHSC and DHSC will put in place arrangements outside of the Framework Agreement to ensure that those Goods are delivered to End-Users and the Supplier shall provide all reasonable assistance to DHSC or a supplier nominated by DHSC to ensure a seamless operation and delivery to End-Users in the Devolved Administration.

4. STORAGE AND DISTRIBUTION

- 4.1 The Supplier must at all times handle, control, store and distribute Medicinal Products in accordance with Good Distribution Practice. This will include (but is not limited to) ensuring that records:
 - 4.1.1 are kept either in the form of purchase/sales invoices, delivery slips, or on computers or any other form, for any transaction in Medicinal Products received, supplied or brokered;
 - 4.1.2 include at least the following information: date; name of the Medicinal Product; quantity received, supplied or brokered; name and address of the Supplier, End-User, broker or consignee, as appropriate; and batch number for Medicinal Products bearing the safety features; and

- 4.1.3 are made available to the End-User and DHSC on request.
- 4.2 For all Goods, excluding medical devices in Lot 6, DHSC will put in place a separate Quality Technical Agreement which will be annexed to the Statement of Requirements and will explain the roles of DHSC and the Supplier in terms of complying with Good Distribution Practice as well as setting out the process for stock rotation and shelf-life, for which the standard position will be FEFO for shelf life Goods, or FIFO for Goods that don't have a shelf life e.g. equipment.
- 4.3 For all lots, the Supplier's storage facilities should be sufficient to allow the Goods to be stored and managed in accordance with Good Distribution Practice or equivalent including dedicated receipting and quality assurance spaces, separation of inbound and outbound Goods and adequate ventilation around pallets/packs to avoid temperature hot/cold spots. Facilities should have access controls and temperature/humidity controls suitable for the Goods being stored there, as well as cleaning and infestation control arrangements as approved by Good Distribution Practice.
- 4.4 The Supplier acknowledges that risk and responsibility in the Goods stays with the Supplier until delivery at the End-User's designated premises or, in respect of the provision of long-term storage, until delivery at a third-party supplier's premises.
- 4.5 The Supplier must have robust audit systems in place to ensure that the Goods are stored and treated separately to the Supplier's own stock and must be able to provide evidence of this to DHSC within three (3) Working Days of receipt of prior written notice.

5. DELIVERING AND TURNAROUND TIMES

- 5.1 The Supplier shall meet the range of timescales specified by DHSC in the Statement of Requirements which may include, but are not limited to: pick and despatch times, processing times and delivery and collection times. Although the exact timescales will be set out in the relevant Order Form, for Lots 1 to 5, the delivery time is likely to be next day to End-Users (Pharmacies or Hospitals) if an End-User Order is placed before a specified cut-off time. Longer time-frames (for example day 1 for day 3, or possibly longer) may be permitted for bulk movements (pallet size and above) such as between Framework Suppliers or to a third-party supplier.
- 5.2 In times of urgent clinical need or exceptional circumstances (e.g. when a failure to deliver Goods would be life-threatening to a patient) a Statement of Requirement may require the Supplier to make deliveries outside of the Supplier's core delivery hours and delivery timescales. This could, for example, involve the need to engage a courier to deliver within a matter of hours. Except for Lot 4, this will always be by exception and will not be business-as-usual and DHSC does not expect this to always be within capability of the Supplier. In the case of Lot 4, this will still be by exception but DHSC expects that the Supplier will have provisions in place for such deliveries 24/7 if required. In either case, any reasonable additional Costs incurred by the Supplier as a result of deliveries made outside of the core hours will fall to DHSC to pay in addition to the agreed Charges.

- 5.3 The specific delivery times and turnaround times will be specified in each Statement of Requirement and/or Order Form and/or End-User Order.

6. SUPPLIER STAFF

- 6.1 The Supplier shall ensure that all Supplier Staff possess the qualifications, experience and competence for the tasks for which they are employed or engaged.
- 6.2 The Supplier shall ensure that the appropriate number of resources with relevant experience and skills are allocated to each Call-Off Contract and this shall be reviewed and managed throughout the duration of the Call-Off Contract in order to ensure DHSC's and each End-User's requirements and timescales are met.
- 6.3 The Supplier shall ensure that all Supplier Staff comply with security controls, procedures and policies as specified by DHSC and any specific End-User policies.

LOT-SPECIFIC REQUIREMENTS

7. LOT 1: PHARMACEUTICALS – PRIMARY CARE

- 7.1 The Supplier will store and/or distribute Medicinal Products to End-Users in primary care including general practice, pharmacy, dentists, opticians and care homes.
- 7.2 The Supplier will store and/or distribute solid or liquid dose forms of Medicinal Products, which may include large volume parenteral fluids, as well as the following:
 - 7.2.1 GSL Medicines;
 - 7.2.2 POMs;
 - 7.2.3 P Medicines;
 - 7.2.4 Investigational Medicinal Products (IMP); and
 - 7.2.5 Schedules 2, 3, 4 Controlled Drugs.
- 7.3 The Goods must be stored as appropriate using the following temperature guide or as otherwise described in any Medicinal Product's Summary of the Product Characteristics:
 - 7.3.1 Ambient temperature between 8°C and less than 25°C;
 - 7.3.2 Refrigerated temperature between 2°C and 8°C; and
 - 7.3.3 Freezer less than 0°C.
- 7.4 The Supplier will hold the following licences/certification:
 - 7.4.1 Wholesale Dealer's Licence specifying all premises used for the distribution of Medicinal Products under this Lot 1;
 - 7.4.2 Home Office Controlled Drugs licence; and

7.4.3 Good Distribution Practice (GDP) certification.

8. LOT 2: PHARMACEUTICALS – SECONDARY CARE

8.1 The Supplier will store and/or distribute Medicinal Products to End-Users in secondary care including NHS Trusts, NHS Foundation Trusts, hospital outreach (healthcare organisations, not patients) and Children and Adolescent Mental Health Services (CAMHS).

8.2 The Supplier will store and/or distribute solid or liquid dose forms of Medicinal Products, which may include large volume parenteral fluids, as well as the following:

8.2.1 GSL Medicines;

8.2.2 POMs;

8.2.3 P Medicines;

8.2.4 Investigational Medicinal Products; and

8.2.5 Schedules 2, 3, 4 Controlled Drugs.

8.3 The Goods must be stored as appropriate using the following temperature guide or as otherwise described in any Medicinal Product's Summary of the Product Characteristics:

8.3.1 Ambient temperature between 8°C and less than 25°C;

8.3.2 Refrigerated temperature between 2°C and 8°C; and

8.3.3 Freezer less than 0°C.

8.4 The Supplier will hold the following licences/certification:

8.4.1 Wholesale Dealer's Licence specifying all premises used for the distribution of Medicinal Products under this Lot 2;

8.4.2 Home Office Controlled Drugs licence; and

8.4.3 Good Distribution Practice (GDP) certification.

9. LOT 3 - NATIONAL VACCINE PROGRAMME PRODUCTS

9.1 The Supplier will store and/or distribute single pack and bulk orders to NHS vaccination centres (which may be in a community, primary or secondary care setting or in a pharmacy), hospitals, GP surgeries and United Kingdom Health Security Agency (UKHSA) teams.

9.2 The Supplier will store and/or distribute small volume, individually packed presentations.

9.3 The Supplier will distribute and supply Vaccines:

9.3.1 which are Authorised Medicinal Products;

9.3.2 which are Investigational Medicinal Products;

9.3.3 which have been authorised for sale or supply by the MHRA pursuant to Regulation 174 of the HMR; and

9.3.4 which can otherwise be lawfully sold or supplied.

9.4 The Goods must be stored as appropriate using the following temperature guide or as otherwise described in any Medicinal Product's Summary of the Product Characteristics:

9.4.1 Ambient temperature controlled between 8°C and less than 25°C;

9.4.2 Refrigerated temperature between 2°C and 8°C; and

9.4.3 Freezer down to -80°C.

9.5 The Supplier will hold the following licences/certification:

- 9.5.1 Wholesale Dealer's Licence;
- 9.5.2 Home Office Controlled Drugs; and
- 9.5.3 Good Distribution Practice (GDP) certification.

10. LOT 4 - HIGH CONSEQUENCE INFECTIOUS DISEASE (HCID) VACCINE DISTRIBUTION

- 10.1 The Supplier will be able to store and/or distribute small volume, individually packed injectable presentations of Vaccines. The Supplier will deliver single pack and bulk orders to NHS vaccination centres (which may be in a community, primary or secondary care setting or in a pharmacy), GP surgeries and United Kingdom Health Security Agency (UKHSA) teams.
- 10.2 The Supplier will store and/or distribute medicines that are classed as POMs or Investigational Medicinal Products.
- 10.3 The Goods must be stored as appropriate using the following temperature guide or as otherwise described in any Medicinal Product's Summary of the Product Characteristics:
 - 10.3.1 Ambient temperature controlled between 8°C and less than 25°C;
 - 10.3.2 Refrigerated temperature between 2°C and 8°C; and
 - 10.3.3 Freezer down to -80°C.
- 10.4 The Supplier will hold the following licences/certification:
 - 10.4.1 Wholesale Dealer's Licence; and
 - 10.4.2 Good Distribution Practice (GDP) certification.

11. LOT 5 – REPACKED AND RELABELLED PRODUCTS

- 11.1 The Supplier will store and/or distribute oral, liquid or injectable presentations of Medicinal Products that have been repackaged and relabelled by third parties.

12. LOT 6 – MEDICAL DEVICES, CONSUMABLES, REAGENTS AND EQUIPMENT

12.1 The Supplier will distribute Medical Devices including electrical, non-electrical, plastics, chemical substances, small and large equipment, potentially bulky items, accessories, consumables and reagents.

12.2 The Supplier will hold the following relevant certification:

12.2.1 International Standards Organisation certification (ISO9000 for warehousing and ISO 9001 for provision of customer-focused activity(or equivalent)); and

12.2.2 Control of Substances Hazardous to Health (COSHH).

12.3 The Supplier will comply with the international regulations on the transportation of dangerous goods by air, sea, road, rail or inland waterway - <https://www.gov.uk/guidance/moving-dangerous-goods>

12.4 The Supplier will be able to distribute single pack and bulk orders to NHS centres; for example but not limited to; Hospitals, GP surgeries, UKHSA teams.

Annex: Glossary

2001 Directive means Directive 2001/83/EC of the European Parliament and of the Council on the Community Code relating to medicinal products for human use

Authorised Medicinal Product means a Medicinal Product covered by a UK Marketing Authorisation, an EU Marketing Authorisation, a Certificate of Registration, a Traditional Herbal Registration or, in the case of a Medicinal Product for sale or supply in Northern Ireland, an Article 126a Authorisation

Certificate of Registration means a certificate of registration granted by the MHRA under Part 6 of the HMR

Clinical Trial Regulations means the Medicines for Human Use (Clinical Trials) Regulations 2004

Controlled Drug has the meaning given to it in s.2 Misuse of Drugs Act 1971 and a reference to a schedule in respect of a Controlled Drug means the relevant schedule of the Misuse of Drugs Regulations 2001

EU Marketing Authorisation means a Marketing Authorisation granted or renewed by the European Commission under Regulation (EC) No 726/2004

FEFO first-expiry-first-out

FIFO first-in-first-out

Good Distribution Practice principles and guidelines of good distribution practice published under, or that apply by virtue of, Regulation C17(1)(c) of the HMR

GSL Medicine means a Medicinal Product Subject to General Sale

HMR the Human Medicines Regulations 2012 (S.I. 2012/1916)

Investigational Medicinal Product has the meaning given to it in the Clinical Trials Regulations

Medical Device has the meaning given in Regulation 2 of the Medical Devices Regulations 2022

Medicinal Product has the meaning given to it in the HMR¹

Medicinal Product Subject to General Sale has the meaning given to it in the HMR²

MHRA means the Medicines and Healthcare Products Regulatory Agency

Pharmacy Medicine has the meaning given to it in the HMR³

P Medicine means a Pharmacy Medicine

POM means a Prescription Only Medicine

Prescription Only Medicine has the meaning given to it in the HMR⁴

Summary of the Product Characteristics has the meaning given to it in the HMR⁵

Traditional Herbal Registration means a traditional herbal registration granted by the MHRA under the HMR

UK Marketing Authorisation means a Marketing Authorisation granted by the MHRA under Part 5 of the HMR or Chapter 4 of Title III to the 2001 Directive

Vaccine means an antigenic substance which consists wholly or partly of –

- (a) any micro-organisms, viruses or other organisms in any state;
- (b) any toxins or microbial origin which have been detoxified (toxoids);
- (c) any extracts or derivatives of any micro-organisms or of any viruses, being substances which, when administered to human beings, are used for the prevention of specific diseases;

Wholesale Dealer's Licence has the meaning given to it in Regulation 18(1) of the HMR

¹ Regulation 2

² Regulation 5(1)

³ Regulation 5(5)

⁴ Regulation 5(3)

⁵ Regulation 8

FRAMEWORK SCHEDULE 2
FRAMEWORK TENDER RESPONSE



Department of Health & Social Care

ITT SCHEDULE 2

TENDER RESPONSE DOCUMENT FOR NATIONAL SUPPLIERS

This Tender Response Document is for Tenderers submitting a Tender for a National Sub-Lot.

Tenders will be evaluated in accordance with sections 17 to 19 of the ITT Instructions.

Tenderers may submit supporting information to their responses in the form of additional documentation provided that Tenderers comply with the page limit. It is important that the Tenderer clearly identifies and cross references any such information to the relevant item. Failure to do so could result in a lower score for that question.

Please note that any diagrams, pictures and tables included in the Tenderer's response should only be used to support your written response, as any diagrams, pictures and tables will not be included in the page count. A Tenderer must only submit up to a maximum of three (3) images (including but not limited to: tables, pictures, diagrams, etc.) per question response. Where the Tenderer submits any images in excess of three (3), the images submitted last or appearing last on a page will not be considered, except where specifically requested.

Tenderers should note that where a page limit is stated, the Authority will consider the words up to and including the specified limit, any words thereafter in excess of the limit will be disregarded.

Separate Tenders should be submitted for each sub-lot that the Tenderer is tendering for.

Tenderer's Name:	Innova Care Concepts Ltd
Relevant Lot (Please indicate the sub-lot you are tendering for).	National Lot 6

Tender Response for National Sub-Lots

Tenderers should submit a maximum of three (3) pages of A4 for each response – font should be Arial, size 12.

No.	Description of Evaluation Criteria:	Guidance	Weighting %	Max Score Available
Q1	Dedicated and relevant resources Q: Please identify the proposed key staff resources that will be dedicated to the delivery of the services. Please provide the Tenderer's organisation chart and CVs of key staff that will be working on the delivery of the services, detailing how their experience is relevant to the delivery of the Framework Agreement's requirements and explain what their role will be in delivering the Authority's requirements. CVs are excluded from the page-count for this response but each CV should be no longer than one A4 side.	Tenderers should provide CVs for key staff, e.g. operational staff, customer-facing staff and regulatory and quality staff and explain how their roles will help to deliver a good service.	10%	5
Q2	Robust business continuity arrangements and response to high demand Q: Please provide: a) details of how the Tenderer proposes to manage peaks in the Authority's requirements for the seamless delivery of the services. The response should include how it plans on responding to high demand in extreme emergency; and b) details of how the Tenderer proposes to respond to external disruptions to the services. As part of the response, please provide a business continuity and disaster recovery plan ("BCDR plan") for the Framework Agreement as further described in Framework Schedule 10 (Business Continuity and Disaster Recovery) (the BCDR plan will not contribute to the page count for this question).	The BCDR plan should cover, for example, disruption to IT systems, storage locations, transport network and staff shortages.	10%	5
Q3	Ability to respond to urgent requests Q: How would the Tenderer ensure that it can meet or exceed the delivery timeframes in the specification (see ITT Scheduled 8) in times of urgent request? The response should	The response should include, but is not limited to, details around out of hours provision, arrangements for manpower, arrangements	5%	5

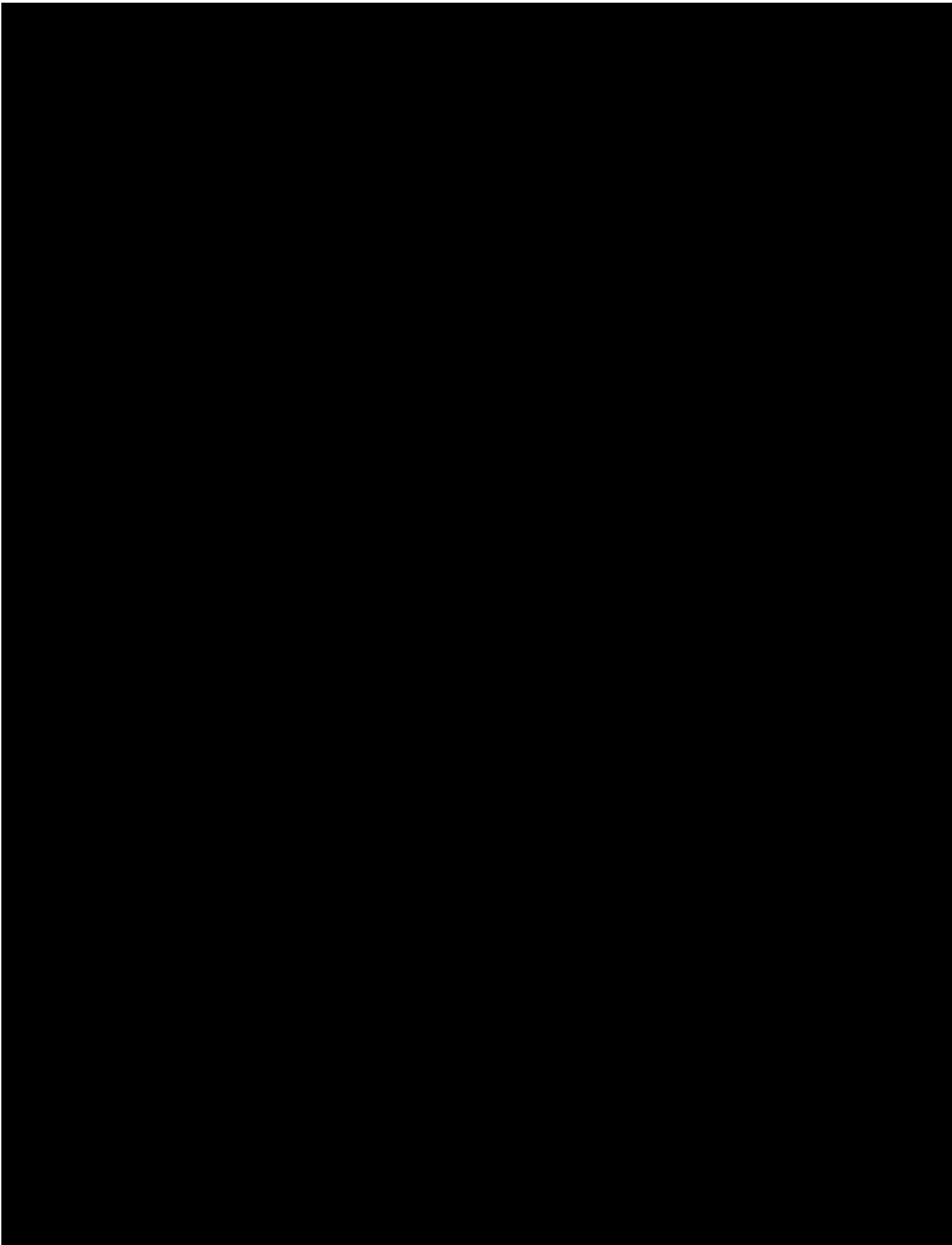
	detail the Tenderer's methodology for handling urgent requests, detailing how that differs from its response to business-as-usual requests.	for unscheduled deliveries and any limitations on such services, such as volumes or nature of goods that can be processed through these arrangements.		
Q4	Robust implementation plan Q: Please describe the Tenderer's proposed lead time in delivering the services, indicating what processes and systems it proposes to put in place to achieve and/or exceed the requirement of the Authority in line with the specification (see ITT Schedule 8). Please explain how the Tenderer proposes to set up new customers and new products within its existing inventory system. As part of the response, please provide an implementation plan for the Framework Agreement as further described in Framework Schedule 5 (Implementation Plan) (the implementation plan will not contribute to the page count for this question).	The implementation plan must contain the detail that is required by Framework Schedule 5 (Implementation Plan) and can be in Microsoft Excel or Microsoft Word format.	10%	5
Q5	Social Value Q: Please provide a method statement explaining how the Tenderer will ensure that opportunities under the Framework Agreement deliver social value benefits. The response should include commitment to tackling economic inequality, climate change, equal opportunity and wellbeing.	The method statement should include: - a timed project plan, including how the Tenderer will implement its commitment and by when and how it will monitor, measure and report on its commitments/the impact of its proposals. The plan should include but not be limited to: - timed action plan - use of metrics - tools/processes used to gather data - reporting - feedback and improvement - transparency - how the Tenderer will influence staff, suppliers, customers and communities through the delivery of the Framework Agreement to	10%	5

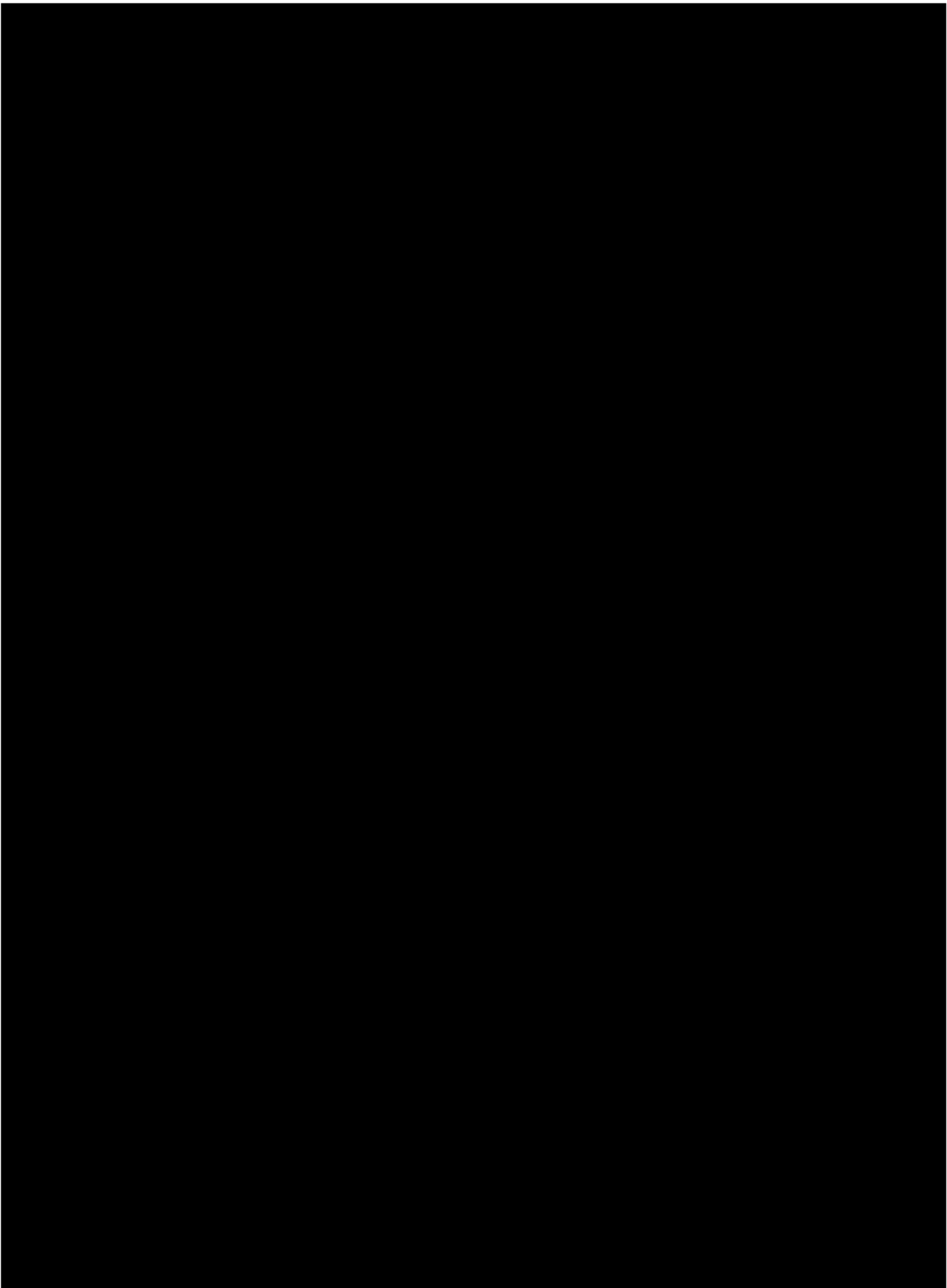
		support social value.		
			45%	

Lot 6 – National Response

Q1 – Dedicated and Relevant Resources

(Please see separate zipped folder named Lot 6 Dedicated Resource CVs to Support this Question)

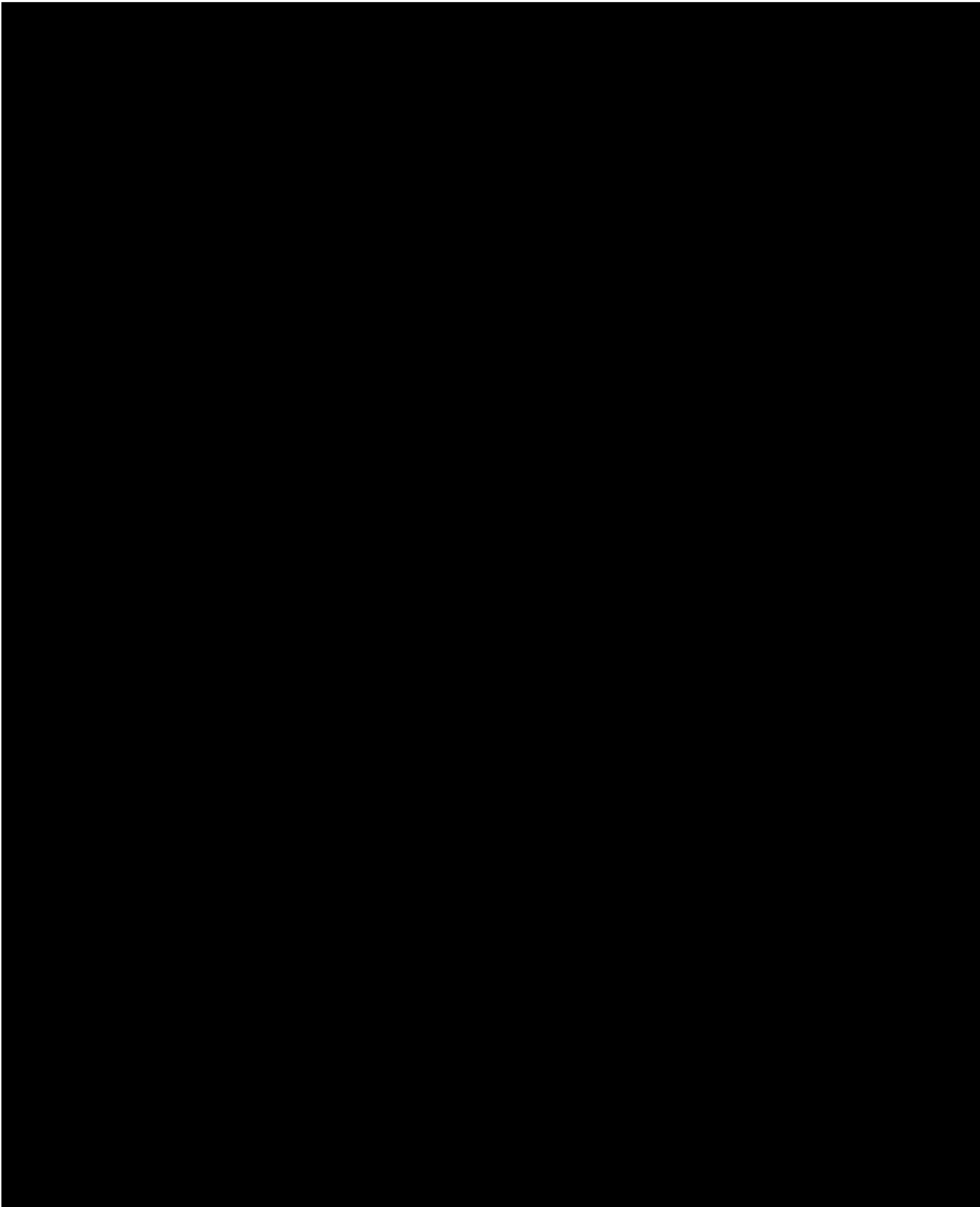


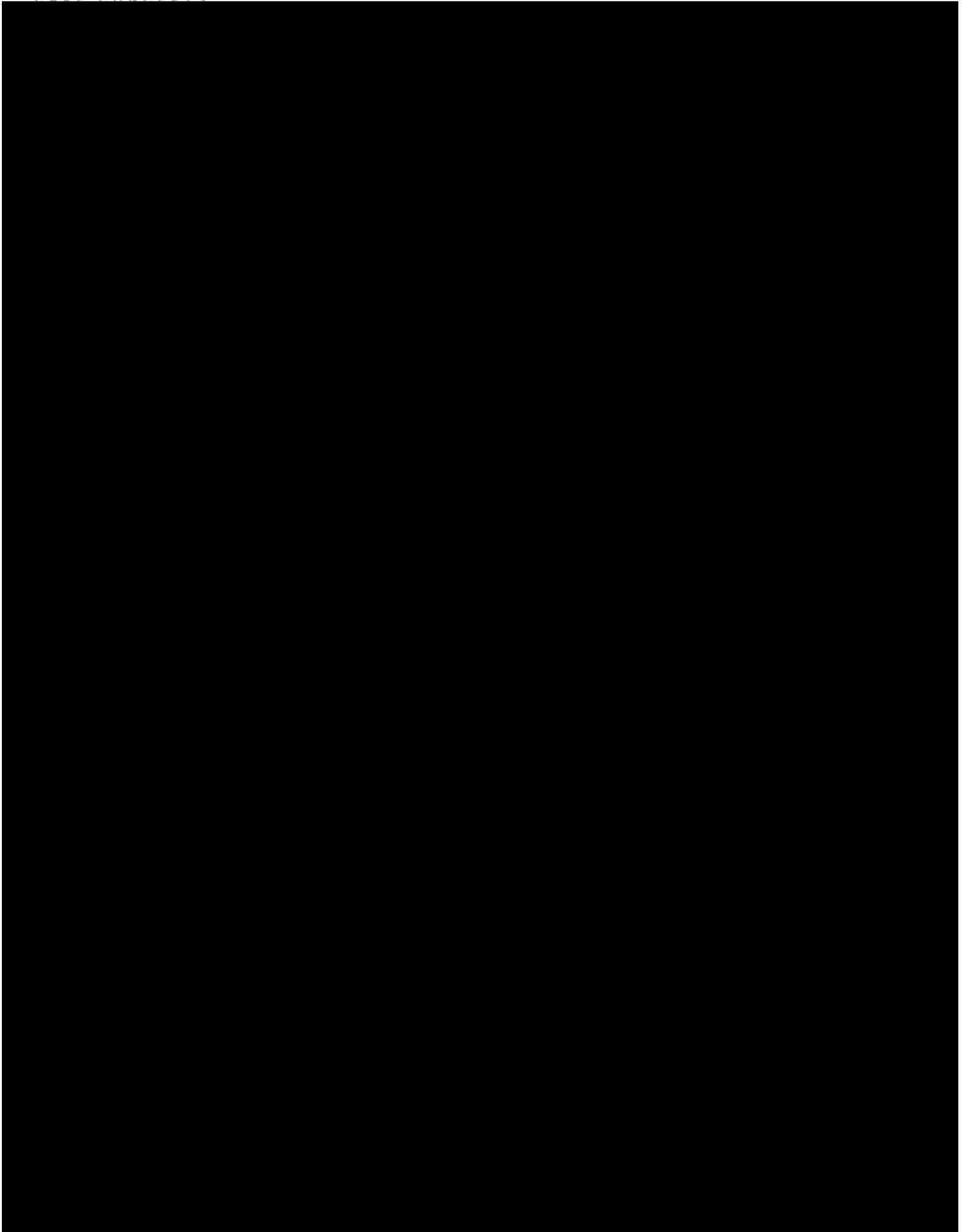


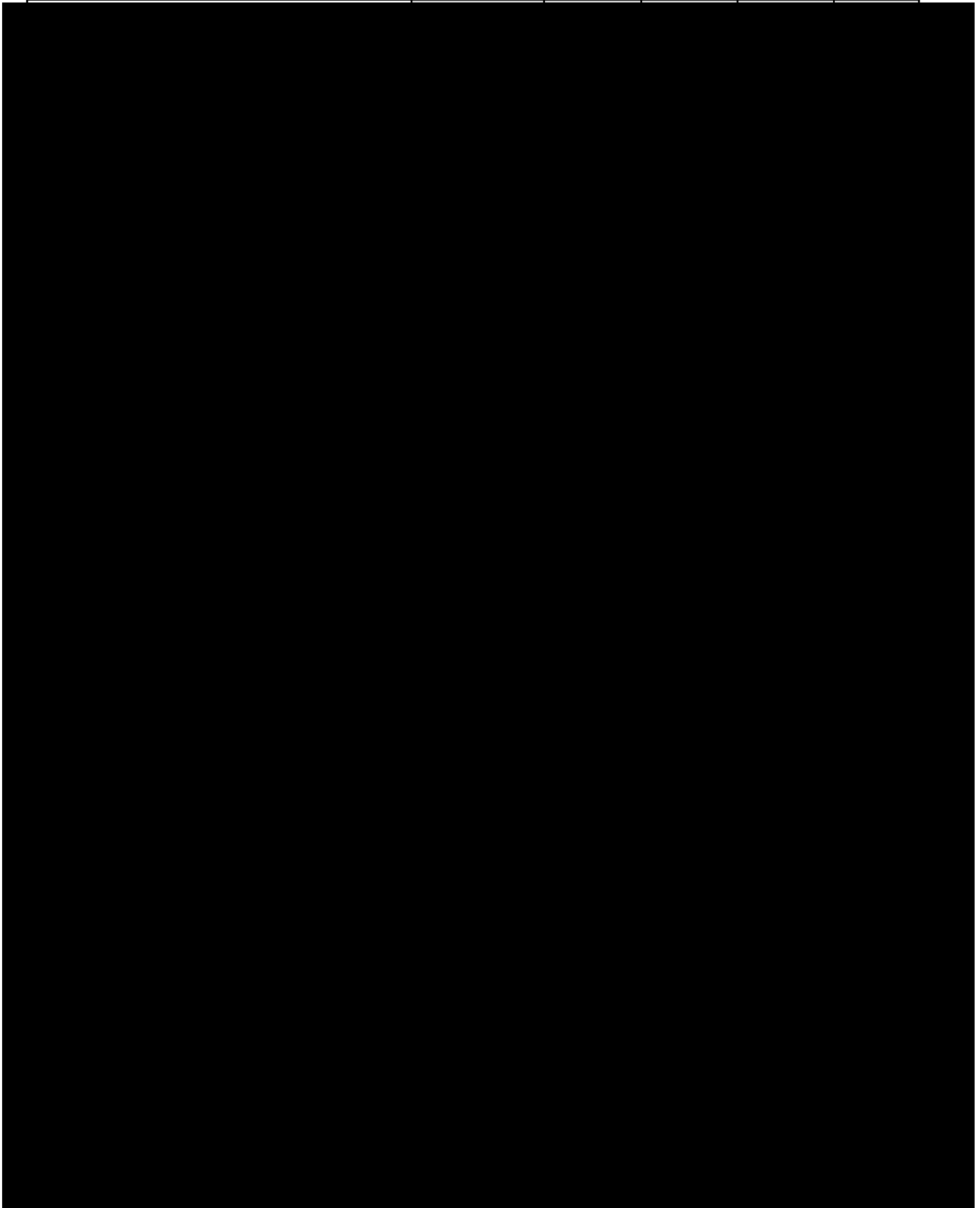
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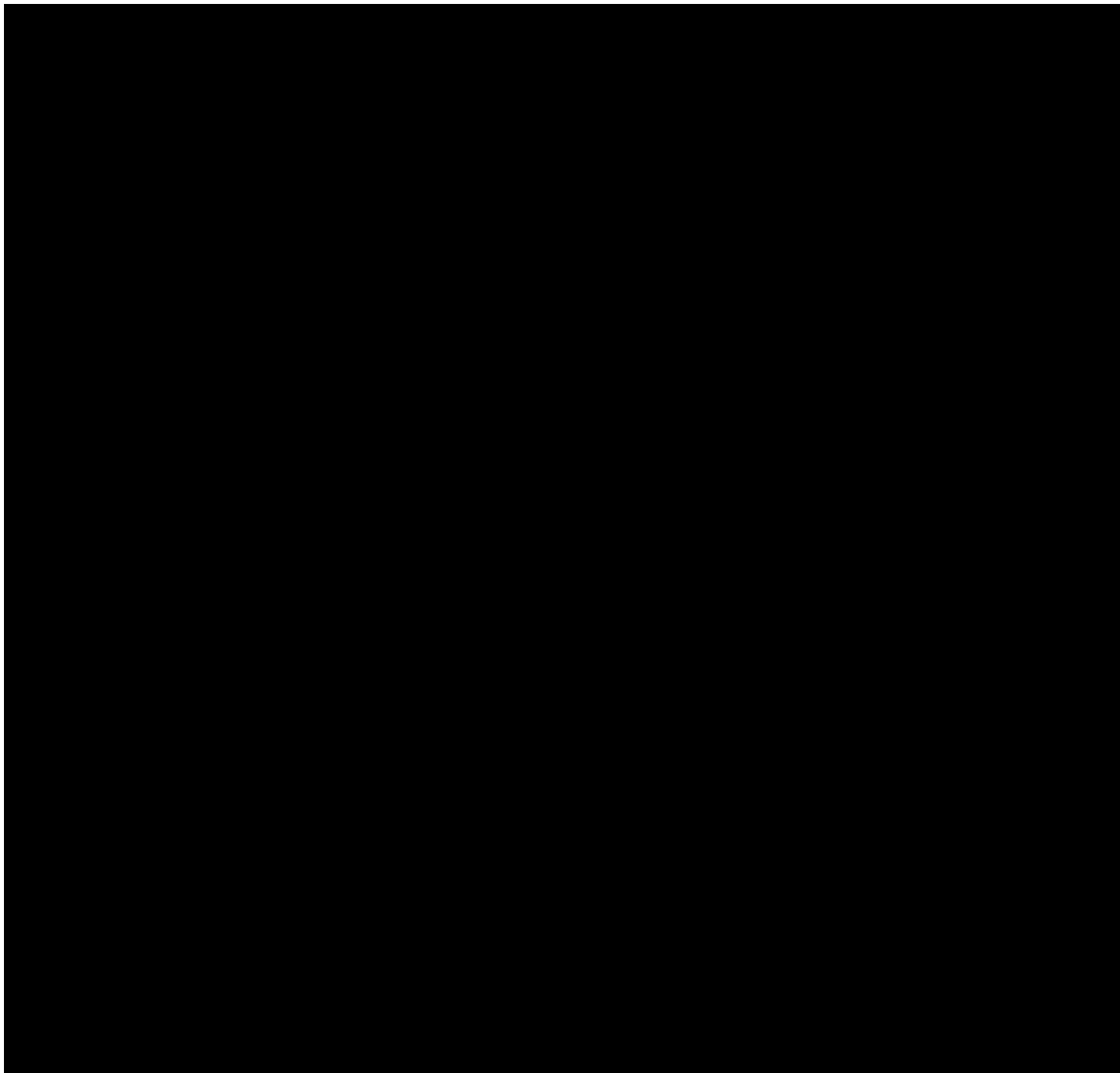
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Part 3 - Critical Process Identification







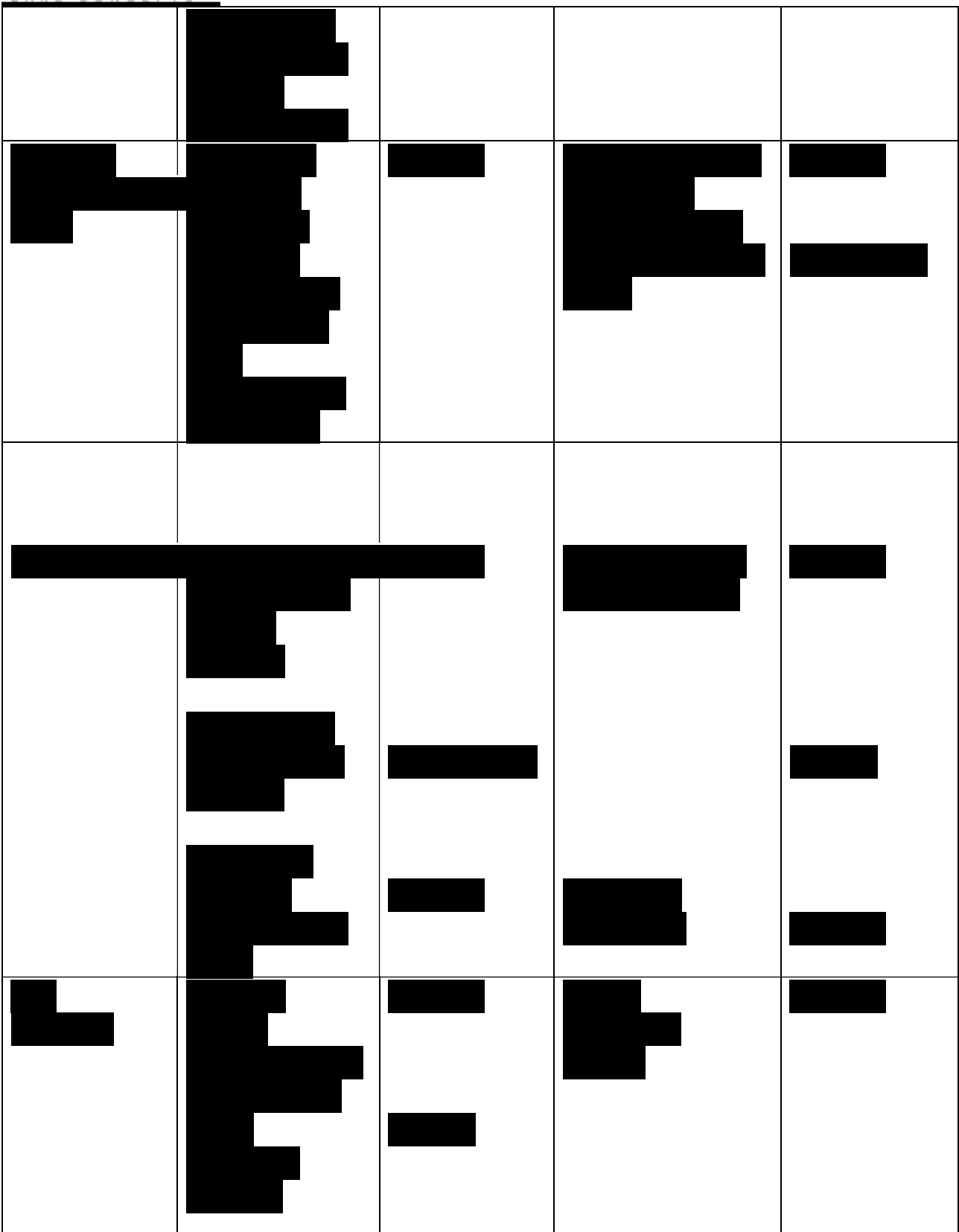




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Document Owner: QHSE		Issued: May 2022

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Part 5 - Recovery Plan



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FRAMEWORK SCHEDULE 3

FRAMEWORK PRICES

1. How Framework Prices are used to calculate Call-Off Charges

- 1.1 The Framework Prices set out in the Annex:
 - 1.1.1 will be used as the basis for the Charges (and are maximums that the Supplier may charge) under each Call-Off Contract; and
 - 1.1.2 cannot be increased except as in accordance with this Schedule.
- 1.2 The Charges:
 - 1.2.1 shall be calculated in accordance with the terms of the Call-Off Contract and in particular in accordance with the terms of the Order Form;
 - 1.2.2 cannot be increased except as specifically permitted by the Call-Off Contract and in particular shall only be subject to Indexation where specifically stated in the Order Form;
 - 1.2.3 shall not be impacted by any change to the Framework Prices.

2. When the Supplier can ask to change the Framework Prices

- 2.1 The Framework Prices will be fixed for the first two (2) years following the Framework Start Date (the date of expiry of such period is a "**Review Date**"). After this, Framework Prices can only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "**Review Date**").
- 2.2 The Supplier shall give DHSC at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.
- 2.3 Any notice requesting an increase shall include:
 - 2.3.1 a list of the Framework Prices to be reviewed;
 - 2.3.2 for each Framework Price under review, written evidence of the justification for the requested increase including:
 - 2.3.2.1 details of the movement in the different identified cost components of the relevant Framework Price;
 - 2.3.2.2 reasons for the movement in the different identified cost components of the relevant Framework Price; and
 - 2.3.2.3 evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components.
 - 2.3.3 DHSC shall consider each request for a price increase. DHSC may grant Approval to an increase at its sole discretion.
 - 2.3.4 Where DHSC Approves an increase then it will be implemented from the first (1st) Working Day following the relevant Review Date or such later date as DHSC may determine at its sole discretion and the Annex shall be updated accordingly.

3. Other events that allow the Supplier to change the Framework Prices

- 3.1 The Framework Prices can also be varied (and the Annex will be updated accordingly) due to:
 - 3.1.1 a significant impact on the Supplier's ability to provide the Services as a direct result of the COVID-19 pandemic, or any future pandemics, or of Brexit, where such impact affects other suppliers of services the same or similar to the Services, and the Supplier acknowledges that such variation to the Framework Prices may be agreed only at DHSC's sole discretion, taking into account DHSC's obligations under the Regulations, and only after the first 12 months from the Framework Start Date;
 - 3.1.2 a Specific Change in Law in accordance with Clause 26 (Changing the contract);
 - 3.1.3 a review in accordance with insurance requirements in Clause 15 (Insurance);
 - 3.1.4 a review of improvements in accordance with Joint Schedule 11 (Continuous Improvement); or
 - 3.1.5 a request from the Supplier, which it can make at any time, to decrease the Framework Prices.

Annex: Framework Prices

Lot 6

Storage Price (All pallets are in EU sizes. Storage for packs and pallets should be priced on a weekly basis)				
Call-off Volume	Pricing Unit	Ambient	Temperature-sensitive	Controlled Drugs
Sub-pallet	Pack			
1-5 pallet	Pallet			
6-10 pallet	Pallet			
11 - 50 Pallet	Pallet			
51 - 100 Pallet	Pallet			
>100 pallet	Pallet			

Distribution Price (All pallet are in EU sizes) Prices are per pack/per pallet				
Call-off Volume	Pricing Unit	Ambient	Temperature-sensitive	Controlled Drugs
Sub-pallet	Pack			
1-5 pallet	Pallet			
6-10 pallet	Pallet			
11 - 50 Pallet	Pallet			
51 - 100 Pallet	Pallet			
>100 pallet	Pallet			
sub-Total				
NI Surcharge (%)				
Wales Surcharge (%)				
Scotland Surcharge (%)				
England Surcharge (%)				

(All pallets are in EU sizes. Storage for packs and pallets should be priced on a weekly basis)
The grand total will be used for evaluation.

Notes:

All yellow fields to be completed. Numerical values only.

If no price break applies for higher volumes, apply value from preceeding row.

Temperature sensitive includes all storage and distribution temperatures from +8 down to -20 degrees.

Ambient applies to all products stored above +8 degrees, noting that some products may require more specific temperature ranges for storage, in accordance with normal industry practice.

No frozen CDs are envisaged. CD price should encompass both ambient and refrigerated storage temperatures (highly unlikely to be any refrigerated CDs).

Pricing for storage to encompass all aspects of management of product from delivery by product supplier.

Pricing for distribution to encompass all aspects of management from picking and configuration of load through to delivery to final customer, with certification of delivery.

Cross-docking of loads is permitted where supplied product configuration is identical to distribution configuration. Additional handling e.g. restacking, wrapping or relabelling of pallets may attract separate fees, to be discussed at call-off.

Additional Services Price Variation

Payment collection (price per invoice)

Ultra Low Temperature (% uplift on temperature controlled price)

Management of Hazardous Products - Medical devices (% uplift on Ambient)

Customer Validation (Price per customer)

Price

Prices for additional Services should be in line with market rate.

FRAMEWORK SCHEDULE 4

CONTRACT MANAGEMENT

1. Definitions

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

"Contract Manager" the manager appointed in accordance with Paragraph 2.3 of this Schedule;

"Management Group" the Framework Agreement management group established in accordance with Paragraph 4.1 of this Schedule; and

"Measurement Period" the period of measurement for a Performance Indicator as set out in the table at Paragraph 6.

2. Framework Management

- 2.1 The successful delivery of this Framework Agreement and any Call-Off Contracts will rely on the ability of the Supplier and DHSC to develop a strategic relationship immediately following the execution of this Framework Agreement and maintaining this relationship throughout the Contract Period.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Framework Agreement can be fully realised.
- 2.3 The Supplier and DHSC shall each appoint a Contract Manager for the purpose of this Framework Agreement through whom the provision of the Services shall be managed day-to-day.
- 2.4 The Supplier shall comply with all requests from DHSC in regard to ongoing compliance and reporting requirements as required including:
- 2.4.1 Dun & Bradstreet Risk Indicator score monitoring;
 - 2.4.2 regular evidence that the Required Insurances and Additional Insurances (if any) have been renewed and maintained;
 - 2.4.3 invoice payment performance;
 - 2.4.4 verification of required accreditations, licences and certifications; and
 - 2.4.5 evidence of anything provided or self-certified during the procurement process.

3. Role of the Supplier Contract Manager

- 3.1 The Supplier's Contract Manager shall be:
- 3.1.1 the primary point of contact to receive communication from DHSC and will also be the person primarily responsible for providing information to DHSC;
 - 3.1.2 able to delegate their position to another person at the Supplier but must inform DHSC before proceeding with the delegation and it will be the 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 themselves; and
 - 3.1.4 replaced only after DHSC has received notification of the proposed change.

- 3.2 DHSC may provide revised instructions to the Supplier's Contract Manager in regards to this Framework Agreement 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 by DHSC does not absolve the Supplier from its responsibilities, obligations or liabilities under this Framework Agreement.

4. Role of the Management Group

- 4.1 The Management Group shall be established by DHSC for the purposes of this Framework Agreement on which the Supplier and DHSC shall be represented.
- 4.2 The Management Group shall meet quarterly and its members (at least two representatives from DHSC and the Supplier) and the location of meetings and planned start date by which the group shall be established are set out in the Framework Award Form.
- 4.3 In the event that either Party wishes to replace any of its appointed group 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 DHSC group member shall have at all times a counterpart Supplier group member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its group members shall make all reasonable efforts to attend the group meetings at which that member's attendance is required. If any member is not able to attend a group meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the meeting in their place (wherever possible) and that the delegate is properly briefed and prepared and that they are debriefed by such delegate after the group meeting.
- 4.5 The purpose of the meetings will be to review the Supplier's performance under this Framework Agreement and any Call-Off Contracts, to manage the relevant Contract and provide a forum for decision-making and the implementation of the Services. The agenda for each meeting shall be set by DHSC and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

- 5.1 The Supplier shall develop, operate, maintain and amend, as agreed with DHSC, processes for:
- 5.1.1 the identification and management of risks;
 - 5.1.2 the identification and management of issues; and
 - 5.1.3 monitoring and controlling project plans.
- 5.2 The Supplier will maintain a risk register of the risks relating to the Framework Agreement and any Call-Off Contracts which DHSC and the Supplier have identified.

6. How the Supplier's Performance will be measured

- 6.1 The Supplier's performance will be measured by the following Performance Indicators:

Performance Indicator (PI)	PI Target	Measurement Period	Measured by
Delivery of Goods on time and in full	90% of deliveries are made within the End-User's required timeframes and are made in full	Quarterly	Supplier's analysis of data on orders and deliveries

Performance Indicator (PI)	PI Target	Measurement Period	Measured by
Positive End-User feedback	80% of feedback from End-Users is positive	Quarterly	Supplier's analysis of data collated from End-User feedback. The Supplier is free to collect such feedback in whatever form it chooses but such feedback must be collected at least quarterly and able to be presented and measured in such a way as to meet the PI Target
The correct Goods are supplied and delivery notes are accurate	No more than 2 defaults	Quarterly	Supplier's analysis of data on orders and deliveries

7. Performance Monitoring and Performance Review

- 7.1 The Supplier shall at all times provide the Services to meet or exceed the PI Target (as set out in the table at Paragraph 6 above) ("PI Target") for each Performance Indicator.
- 7.2 DHSC reserves the right to adjust, introduce new, or remove Performance Indicators throughout the Framework Agreement Period, however any significant changes to Performance Indicators shall be agreed between DHSC and the Supplier in accordance with the Variation Procedure.
- 7.3 Within twenty (20) Working Days of the Start Date the Supplier shall provide DHSC with details of how the process in respect of the monitoring, measuring and reporting of Performance Indicators will operate between the Parties and the Parties will endeavour to agree to such process as soon as reasonably possible.
- 7.4 The Supplier shall provide DHSC with performance monitoring reports ("**Performance Monitoring Reports**") quarterly in accordance with the process agreed pursuant to Paragraph 7.3 which shall contain, as a minimum, the following information in respect of the relevant Measurement Period just ended:
 - 7.4.1 for each Performance Indicator, the actual performance achieved for the Performance Indicator for the relevant Measurement Period;
 - 7.4.2 a summary of all failures to achieve Performance Indicators that occurred during that Measurement Period;
 - 7.4.3 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
 - 7.4.4 such other details as DHSC may reasonably require from time to time.
- 7.5 The Parties shall review the Performance Monitoring Report at the subsequent Management Group meeting.

8. Performance Indicators

- 8.1 If the level of performance of the Supplier is likely to or fails to meet any PI Target the Supplier shall immediately notify DHSC in writing and DHSC, in its absolute discretion and without limiting any other of its rights, may:
 - 8.1.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on DHSC and to rectify or prevent a Performance Indicator failure; or

- 8.1.2 instruct the Supplier to comply with the Rectification Plan Process.
- 8.2 If the Supplier continues to fail to meet any PI Targets despite taking remedial action and DHSC, acting reasonably, considers this would have a material impact on the Supplier's ability to deliver the Services, DHSC may suspend the Supplier's right to be awarded further Call-Off Contracts until DHSC considers that the Supplier has successfully remedied its underperformance and is able to provide the Services at an appropriate level.

FRAMEWORK SCHEDULE 5

IMPLEMENTATION PLAN

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"	a delay in the development, testing or implementation of any stage of the Implementation Plan;
"First Call-Off Start Date"	the Start Date of the first Call-Off Contract awarded to the Supplier by a Buyer;
"Implementation Period"	the period from the Framework Start Date to the date that DHSC confirms it is happy with the Supplier System;
"Site Visit"	a due diligence visit carried out by DHSC to ensure that the Site(s) are suitable for the delivery of the Services.

2. Agreeing and following the Implementation Plan

2.1 The Supplier's Implementation Plan is set out in the Annex to Part A of this Schedule.

2.2 The Implementation Plan:

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

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

2.3 The Supplier shall monitor its performance against the Implementation Plan and report to DHSC on such performance.

3. Reviewing and changing the Implementation Plan

3.1 The Supplier shall keep the Implementation Plan under review in accordance with DHSC's instructions and ensure that it is updated on a regular basis.

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

4. Security requirements

4.1 Where a Buyer requires the Supplier to undertake security clearances and the same is specified within an Order Form, the Supplier shall note that it is incumbent upon it to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearances where required in place before the relevant Call-Off Start Date.

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

- 4.3 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform DHSC of any alterations and additions as they take place throughout the Framework Agreement.

5. What to do if there is a Delay

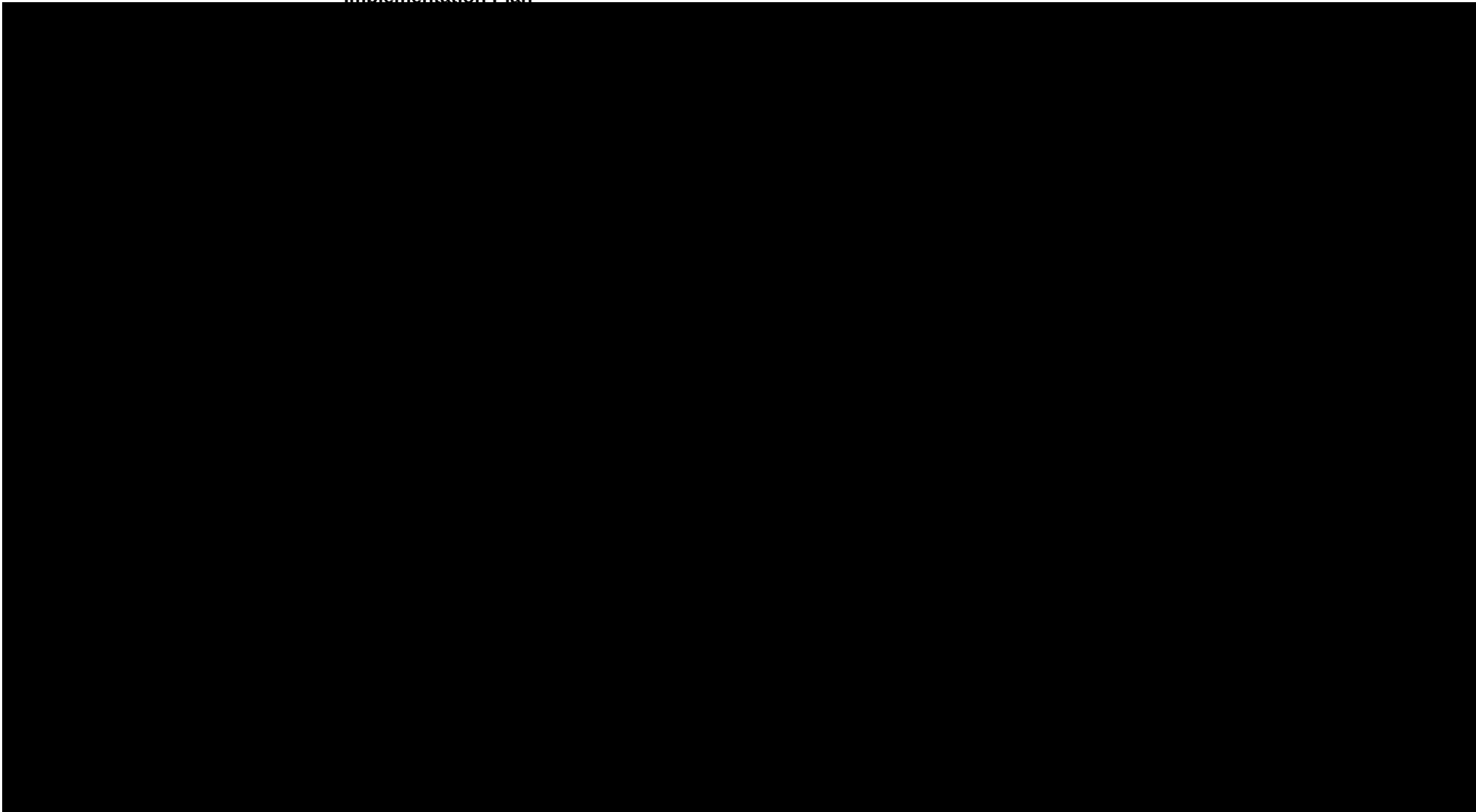
- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Framework Agreement it shall:
- 5.1.1 notify DHSC as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 5.1.3 comply with DHSC'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.

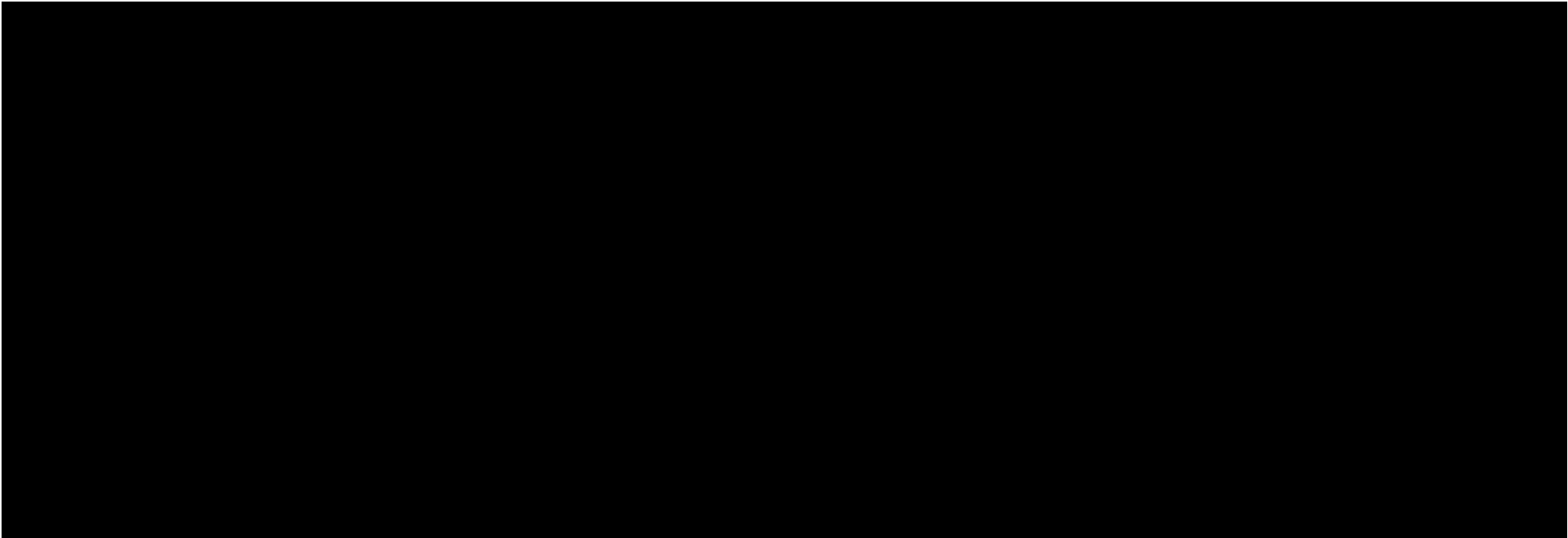
6. Implementation Plan

- 6.1 In accordance with the Implementation Plan, the Supplier shall:
- 6.1.1 arrange a mutually convenient date with DHSC for DHSC to carry out a Site Visit;
 - 6.1.2 work cooperatively and in partnership with DHSC and other Framework Supplier(s), where applicable, to understand the scope of Services; and
 - 6.1.3 work with the DHSC to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services.
- 6.2 The Implementation Plan will include detail stating how the Supplier will work with the DHSC Authorised Representative to capture and load up relevant information including how it will set-up new Goods and End-Users within its existing inventory management system.
- 6.3 In addition, the Supplier shall:
- 6.3.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that implementation is planned and resourced adequately, and who will act as a point of contact for DHSC;
 - 6.3.2 mobilise all the Services specified in the Specification for the relevant lot(s);
 - 6.3.3 manage and report progress against the Implementation Plan; and
 - 6.3.4 construct and maintain an implementation risk and issue register in conjunction with DHSC detailing how risks and issues will be effectively communicated to DHSC in order to mitigate them.

Annex

Implementation Plan





Part B - Testing

1. How Testing should work

- 1.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Plan.
- 1.2 The Supplier shall not submit the Supplier System for Testing unless the Supplier is reasonably confident that there will be no Test Issues.

2. Planning for Testing

- 2.1 The Supplier shall develop the Test Plan as soon as practicable after the Framework Start Date but in any case no later than twenty (20) Working Days after the Framework Start Date and submit this for Approval.
- 2.2 The final Test Plan shall include:
 - 2.2.1 an overview of how Testing will be conducted;
 - 2.2.2 the process to be used to capture and record Test results;
 - 2.2.3 the procedure to be followed should the Supplier System fail a Test or where the Testing produces unexpected results;
 - 2.2.4 the procedure to be followed to sign off each Test;
 - 2.2.5 a high level identification of the resources required for Testing including DHSC and/or third party involvement in the conduct of the Tests;
 - 2.2.6 the technical environments required to support the Tests; and
 - 2.2.7 expected Test results, including a mechanism to be used to capture and record Test results.
- 2.3 DHSC shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of DHSC in the Test Plan.

3. Performing the Tests

- 3.1 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan. The Supplier will run the Tests together with DHSC.
- 3.2 The Supplier shall notify DHSC at least 10 Working Days in advance of the date, time and location of the relevant Tests.

4. Outcome of the Testing

- 4.1 On the successful completion of the Tests, DHSC will confirm that the Supplier System has passed the Tests without any Test Issues and DHSC is satisfied with the results of the Site Visit.
- 4.2 This confirmation shall entitle the Supplier to be awarded an Order Form for a Call-Off Contract pursuant to Framework Schedule 7 (Call-Off Award Procedure).

FRAMEWORK SCHEDULE 6

ORDER FORM TEMPLATE

Order Form

CALL-OFF REFERENCE: [Insert Buyer's contract reference number]

THE BUYER: [Insert Buyer's name]

BUYER ADDRESS [Insert business address]

THE SUPPLIER: [Insert name of Supplier]

SUPPLIER ADDRESS: [Insert registered address (if registered)]

REGISTRATION NUMBER: [Insert registration number (if registered)]

DUNS NUMBER: [Insert if known]

SID4GOV ID: [Insert if known]

[Buyer guidance: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system. If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form **starting from 'APPLICABLE FRAMEWORK AGREEMENT' and up to, but not including, the signature block.**]

APPLICABLE FRAMEWORK AGREEMENT

This Order Form is for the provision of the Services and dated [Insert date of issue].

It is issued under the Medicines, Consumables and Reagent Storage and Logistics Framework Agreement with the reference number [xxxx].

CALL-OFF LOT(S):

Lot Number	Lot Description	National Supplier or Regional Supplier?
1	Pharmaceutical – Primary Care	
2	Pharmaceutical – Secondary Care	
3	National Vaccine Programme Products	
4	High Consequence Infectious Disease (HCID) Vaccine Distribution	
5	Repacked and Relabelled Products	
6	Medical Devices, Consumables, Reagents and Equipment	

CALL-OFF INCORPORATED TERMS

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.
2. Joint Schedule 1 (Definitions)

3. The following Schedules in equal order of precedence:

- Joint Schedules
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - o Joint Schedule 6 (Key Subcontractors)
 - o Joint Schedule 7 (Guarantee)
 - o Joint Schedule 9 (Rectification Plan)
 - o Joint Schedule 10 (Processing Data)
 - o Joint Schedule 8 (Supply Chain Visibility)
 - o Joint Schedule 11 (Continuous Improvement)

4. Core Terms

5. Joint Schedule 5 (Corporate Social Responsibility)

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:

[Insert terms to revise or supplement Core Terms or Joint Schedules; or none]

[Special Term 1]

[Special Term 2.]

[Special Term 3.]

[None]

CALL-OFF START DATE: [Inset Day Month Year]

CALL-OFF EXPIRY DATE: [Inset Day Month Year]

CALL-OFF INITIAL PERIOD: [Insert Years, Months]

CALL-OFF OPTIONAL EXTENSION PERIOD: [Insert Years, Months]

CALL-OFF SERVICES

[[Goods]][Quantity]][[Details]]

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 13.2 of the Core Terms.

[Buyer guidance: you can change the cap on liability in Clause 13.2 where you have made an appropriate risk assessment and sought the necessary management approvals (with regards to the Regulations). Unlimited liability is not permitted]

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **[Insert Estimated Charges in the first 12 months of the Call-Off Contract. The Buyer must always provide a figure here]**

CALL-OFF CHARGES

[Add details of any Indexation to the Charges/Framework Prices over the term of the Call-Off Contract.]

[Insert the Charges for the Services]

All changes to the Charges must use procedures that are equivalent to those in Framework Schedule 3 (Framework Prices)

PAYMENT METHOD

[Insert payment method(s) and necessary details]

BUYER'S INVOICING ADDRESS:

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

BUYER AUTHORISED REPRESENTATIVE

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

BUYER'S ENVIRONMENTAL POLICY

[Insert details [Document name] [version] [date] [available online at:]]

BUYER'S SECURITY POLICY

[Insert details [Document name] [version] [date] [available online at:]]

BUYER'S ICT POLICY

[Insert details [Document name] [version] [date] [available online at:]]

SUPPLIER AUTHORISED REPRESENTATIVE

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

KEY SUBCONTRACTOR(S)

[Insert name (registered name if registered)]

COMMERCIALLY SENSITIVE INFORMATION

[Insert Not applicable **or insert** Supplier's Commercially Sensitive Information]

ADDITIONAL INSURANCES

[NOTE TO BIDDERS: Additional Insurances may be required to increase the cover for product liability for particularly large volumes or for high-risk Goods. This will be discussed with the Supplier on call-off]

[Insert Not applicable

or insert details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)]

GUARANTEE

[Insert Not applicable

or insert The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 7 (Guarantee)

or insert There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Agreement]

Framework Schedule 6 (Order Form Template)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

[Buyer guidance: execution by seal / deed where required by the Buyer].

Example of call-off process as detailed in the flow chart:

There is a UK wide storage and distribution requirement for Lot 1 with a total product volume of 1200.

80% goes to National Suppliers and 20% goes to Regional Suppliers.

This translates to:

National Suppliers– 960 products split 3 ways:

Supplier A = 320 products

Supplier B = 320 products

Supplier C = 320 products

Regional Suppliers– 240 products split 3 ways:

Supplier A = 80 products

Supplier B = 80 products

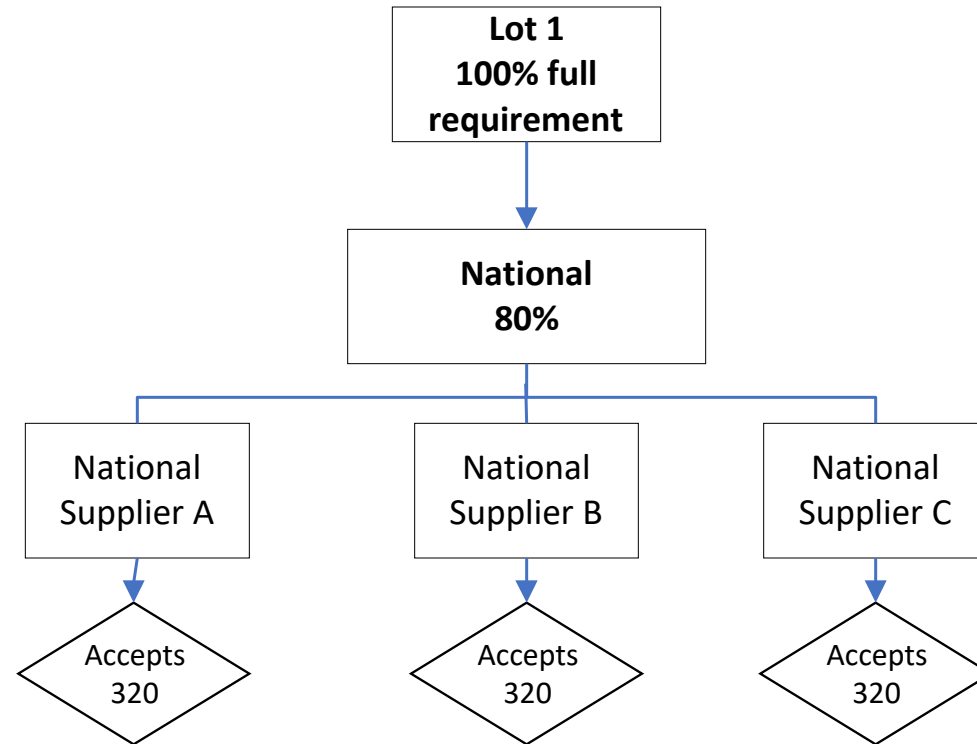
Supplier C = 80 products

Scenario 1 National Suppliers

(The numbers are for example purposes only)

All 3 National Suppliers are Capable Suppliers as they meet all criteria, including all relevant certification, and they each accept 320 products.

A call-off contract is awarded to each National Supplier with a volume of 320 products each.



Scenario 2 Regional Suppliers

(The numbers are for example purposes only)

There is a UK wide storage and distribution requirement for Lot 1 with a total product volume of 1200. 240 of which are to be divided equally between 3 Regional Suppliers. The remaining 960 products are shared between the 3 National Suppliers.

In this scenario **Regional Supplier B** would not be offered any of the goods because they are not a Capable Supplier for this specific requirement (because of their location).

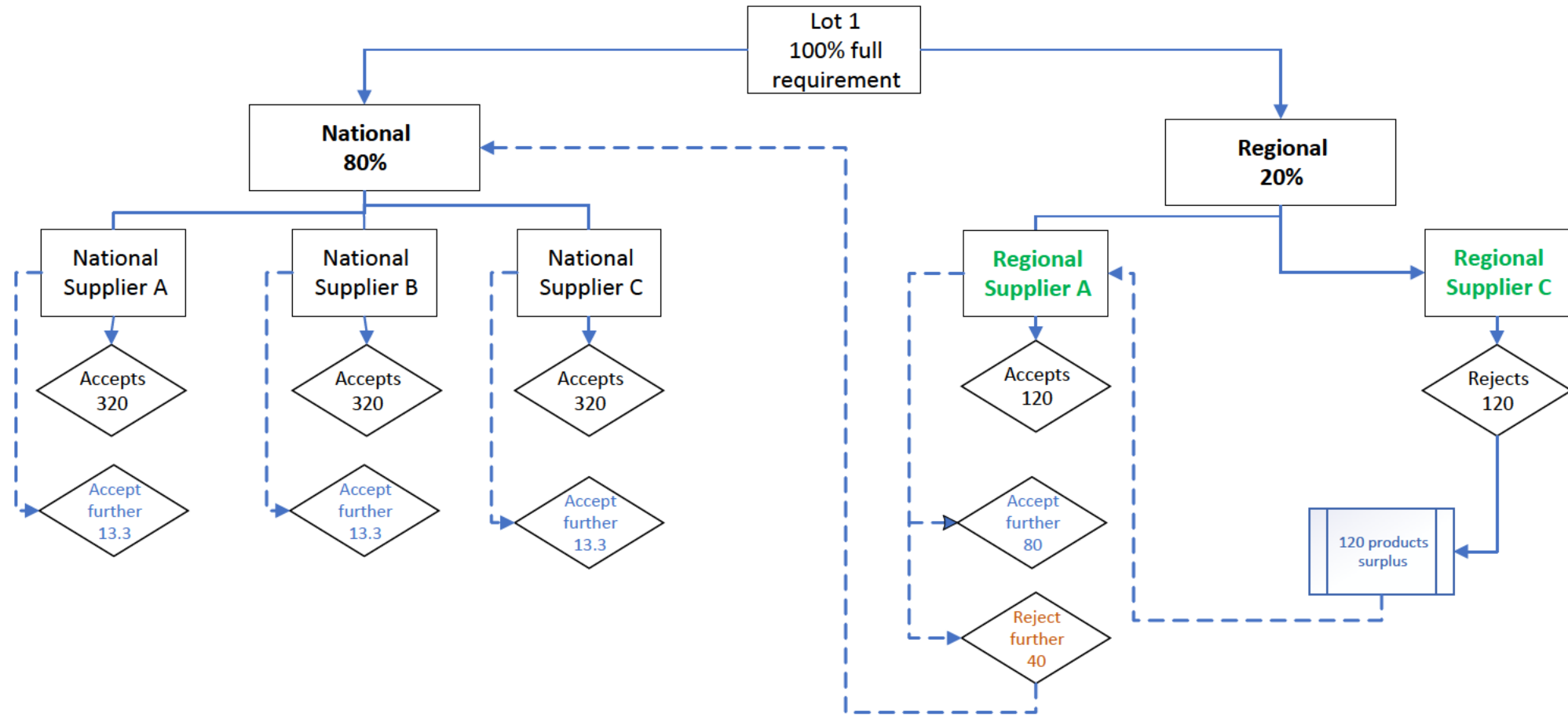
Regional Supplier A and **Regional Supplier C** are Capable Suppliers and they are offered the requirement on an equal split basis.

Regional Supplier A would be offered 120 (half of 240) and **accepts**

Regional Supplier C would also be offered 120. They **reject** the call off requirement because they do not currently have capacity or resource.

In this case there are 120 products surplus and **Regional Supplier A** is asked if they can take on additional products. **Regional Supplier A** confirms that as the requirement is within their region of presence, they are happy to accept 80 further products as that is what they have storage capacity for.

Regional supplier A accepts additional 80 products, out of 120 surplus, making their total call off requirement 200 products. The **outstanding 40 products** go to the National suppliers and it is split 3 ways equally so 13.3 products each. So each **National Supplier** will have a total call off requirement of 333.3

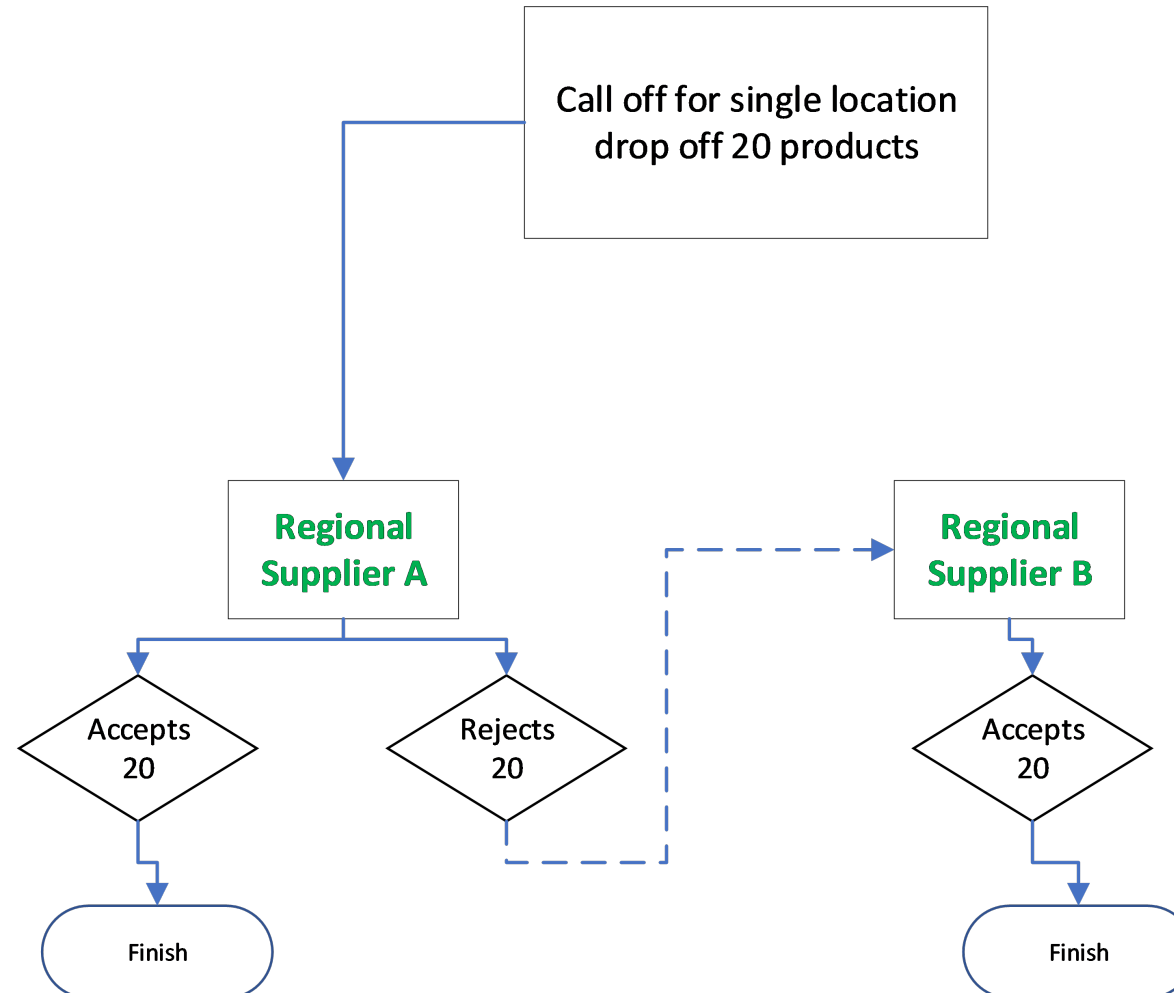


Scenario 3 **Regional Suppliers** Taxi Ranking

(The numbers are for example purposes only)

A call off request for a single location drop off for 20 products for example, will be considered too small to be split across both categories (National & Regional) and too small to be split amongst the 3 Regional Suppliers – this scenario would trigger the taxi ranking system.

Regional Supplier A is directly offered the entire requirement because they are the highest ranking on the framework. Either **Regional Supplier A** agrees to take the entire volume of work because it meets the criteria or rejects the offer and it passes to the next supplier (**Regional Supplier B**) in order of ranking etc...



FRAMEWORK SCHEDULE 7

CALL-OFF PROCEDURE

1. Definitions

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

"Capable Supplier"	either: (i) a Regional Supplier who has indicated in its Framework Tender Response that it is capable of providing Services in the relevant region(s) and is capable of handling the relevant Goods listed in the Buyer's Statement of Requirements; and (ii) all National Suppliers;
"Eligible Supplier"	a Framework Supplier that: has all relevant licences/authorisations/certifications in place; has passed the implementation stage pursuant to Framework Schedule 5 (Implementation Plan); has provided a copy of its Cyber Essentials Certificate to DHSC in accordance with Framework Schedule 9 (Cyber Essentials Scheme); and has not been notified by DHSC that its ability to receive Order Forms has been suspended following poor performance in accordance with Paragraph 8.2 of Framework Schedule 4 (Framework Management) or otherwise in accordance with Clause 12.7.1 (Partially ending and suspending the Contract); and DHSC has no concerns about ongoing compliance, economic and financial standing or otherwise as it may require confirmation from the Supplier in respect of as set out in Paragraph 2.4 of Framework Schedule 4 (Framework Management);
"National Supplier"	a Framework Supplier who can respond to a Buyer's requirements nationally and store and deliver the relevant Goods in all parts of the UK and who is an Eligible Supplier; and
"Regional Supplier"	a Framework Supplier who can only respond to a Buyer's requirements on a regional basis and store and deliver the relevant Goods in a particular region or regions of the UK and who is an Eligible Supplier.

2. Statement of Requirements

- 2.1 If a Buyer decides to purchase Services under this Framework Agreement then it will award a Call-Off Contract in accordance with the procedure in this Schedule. For all lots under this Framework Agreement, the Buyer will award a Call-Off Contract by way of a direct award.
- 2.2 Prior to commencing the following procedure, the Buyer shall develop a clear Statement of Requirements setting out its requirements for the specifics of the Services (including, but not limited to, the type and quantity of the Goods, storage and transportation requirements, any required Services, the location for the storage and/or delivery of the Goods and relevant timeframes) and offer the opportunity to the relevant Framework Suppliers(s) per the conditions of Paragraph 3 below.

3. How the direct award of Call-Off Contracts works

- 3.1 There are six (6) lots each comprising two (2) sub-lots as follows:

Lot Number	Lot Description
1	Pharmaceutical – Primary Care (National Suppliers and Regional Suppliers)
2	Pharmaceutical – Secondary Care (National Suppliers and Regional Suppliers)
3	National Vaccine Programme Products (National Suppliers and Regional Suppliers)
4	High Consequence Infectious Disease (HCID) Vaccine Distribution (National Suppliers and Regional Suppliers)
5	Repacked and Relabelled Products (National Suppliers and Regional Suppliers)
6	Medical Devices, Consumables, Reagents and Equipment (National Suppliers and Regional Suppliers)

3.2 Once a Buyer has developed its Statement of Requirements:

- 3.2.1 the default position will be to follow the direct award procedure set out below in paragraph 4 (Default direct award procedure) and split the requirement between the Capable Suppliers appointed to the relevant lot; or
- 3.2.2 by exception, where the Buyer reasonably considers that the requirement is too small to split (usually where the requirement is for the delivery of Goods to a single drop-off point) (a “**Small Requirement**”), the Buyer will follow the taxi-rank procedure set out below in paragraph 5 (Small Requirement).
- 3.2.3 Examples of the call-off process are set out in the Annex (Call-Off Scenarios).

4. Default direct award procedure

- 4.1 All Capable Suppliers within the relevant lot will have the opportunity to receive the Statement of Requirements and provide part of the Services on the terms of this Framework Agreement. The Buyer will allocate the volume of Goods offered to each Capable Supplier using the following process:
 - 4.1.1 **Step 1:** The Buyer shall initially split the total volume of the Goods required in the Statement of Requirements so that 80% of the volume of Goods is allocated to the National Suppliers and 20% of the volume of the Goods is allocated to the Regional Suppliers.
 - 4.1.2 **Step 2:** The Buyer shall further split the volume of the Goods for the relevant sub-lot equally between those Capable Suppliers (e.g. 80% of the volume of the Goods shall be divided equally between the National Suppliers and 20% of the volume of the Goods shall be divided equally between the Regional Suppliers (the “**Potential Volume Allocation**”)).

- 4.1.3 **Step 3:** The Statement of Requirements will identify the volume of Goods required on a region by region basis (the “**Regional Volume**”) and the type of Goods within that Regional Volume with reference to the categories of Goods identified in the Specification. In respect of the Regional Suppliers, their Potential Volume Allocation shall be capped at the Regional Volumes for their relevant regions. Where the Potential Volume Allocation is reduced as a result of this cap, this shall create a surplus unallocated volume of goods (the “**Surplus Volume**”). For example, if only 10% of the requirement falls into the regions which are covered by the Regional Suppliers, the Potential Volume Allocation for the Regional Suppliers will be capped at 10%.
 - 4.1.4 **Step 4:** The Surplus Volumes will be aggregated and divided equally between the National Suppliers and added to their Potential Volume Allocation, thus increasing it. To continue the above example, the 10% surplus will be offered to the National Suppliers.
 - 4.2 The resultant Potential Volume Allocations will then be offered to each of the relevant Capable Suppliers by the Buyer submitting a Statement of Requirements and such Suppliers will be asked to confirm they can meet their Potential Volume Allocation within two (2) Working Days.
 - 4.3 Where a Capable Supplier states that it cannot meet its Potential Volume Allocation, or for any other reason declines the Statement of Requirements, the surplus will be:
 - 4.3.1 firstly, offered equally between the other Capable Suppliers in its sub-lot; and
 - 4.3.2 secondly, offered equally between the Capable Suppliers in the other sub-lot,and any adjustments to those Capable Suppliers’ Potential Volume Allocations will be made. The process shall be repeated until the entire volume need as set out in the Statement of Requirements can be met. The final agreed Potential Volume Allocations shall become “**Actual Volume Allocations**”.
 - 4.4 A separate Order Form for the Actual Volume Allocations will be issued to each relevant Capable Supplier in accordance with Paragraph 5 below.
- 5. Small Requirement**
- 5.1 Where a Buyer reasonably considers that a requirement is a Small Requirement, the taxi-rank procedure will be used.
 - 5.2 The Buyer will rank the Capable Suppliers with the highest-ranked being the Capable Supplier who achieved the highest score for its Framework Tender Response (and where any Capable Suppliers achieve the same score, the Capable Supplier with the highest score for quality shall be ranked higher).
 - 5.3 The Buyer will submit the Statement of Requirements to the highest-ranked Regional Supplier first.
 - 5.4 If the highest-ranked Regional Supplier declines the Statement of Requirements, the Buyer will submit the Statement of Requirements to the next highest-ranked Regional Supplier and so on.
 - 5.5 If:
 - 1.1.1 no Regional Suppliers accept the Statement of Requirements; or
 - 1.1.2 there are no capable Regional Suppliers for that particular Statement of Requirements,the Buyer will submit the Statement of Requirement to the highest-ranked National Supplier.

- 5.6 If the highest-ranked National Supplier declines the Statement of Requirements, the Buyer will submit the Statement of Requirements to the next highest-ranked National Supplier and so on.
- 5.7 For subsequent Small Requirements, the Buyer will again create a list of Capable Suppliers for that particular requirement and rank them in accordance with their Framework Tender Response score except that the Capable Supplier(s) on this list who have previously declined a Small Requirement (despite being a Capable Supplier) and those that have provided a previous Small Requirement will be placed at the bottom of the list in order of the date of their refusal / the date the Call-Off Contract was awarded with the latest date at the bottom of the list.
- 5.8 Where a Capable Supplier accepts the Statement of Requirements, the Buyer will issue an Order Form to that Capable Supplier pursuant to Paragraph 7.1 below.

6. No requirement to award

- 6.1 Notwithstanding the fact that the Buyer has followed a procedure as set out above in Paragraphs 3 to 5, the Supplier acknowledges and agrees that the Buyer shall be entitled at all times to decline to make an award for the Services and that nothing in this Framework Agreement shall oblige the Buyer to award any Call-Off Contract.
- 6.2 Where the Buyer declines to make an award for the Services in respect of a Small Requirement, each Eligible Supplier will retain its place in the ranked list as though the process set at Paragraphs 5.1 to 5.8 had not taken place.

7. Awarding and creating a Call-Off Contract

- 7.1 Subject to Paragraphs 1 to 6, a Buyer may award a Call-Off Contract with the Supplier by sending (including electronically) a signed Order Form.
- 7.2 The Parties agree that any document or communication (including any document or communication in the apparent form of a Call-Off Contract) which is not as described in this Paragraph 6.1 shall not constitute a Call-Off Contract under this Framework Agreement.
- 7.3 On receipt of an Order Form as described in Paragraph 7.1 from a Buyer the Supplier shall accept the Call-Off Contract by promptly signing and returning (including by electronic means) a copy of the Order Form to the Buyer.
- 7.4 On receipt of the countersigned Order Form from the Supplier, the Buyer shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and the Call Off Contract shall be formed with effect from the Call-Off Start Date stated in the Order Form.

Annex
Call-Off Scenarios

FRAMEWORK SCHEDULE 8

EXIT MANAGEMENT

1. Definitions

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

"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	the exit plan developed by the Supplier and agreed by DHSC in accordance with Paragraph 4;
"Replacement Services"	any services which are substantially similar to any of the Services and which DHSC receives in substitution for any of the Services following the Expiry Date, whether those services are provided by DHSC internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by DHSC pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule; and
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule.

2. Exit Managers

2.1 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Framework Agreement.

3. Assisting re-competition for Services

- 3.1 The Supplier shall, on reasonable notice, provide to DHSC and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as DHSC shall reasonably require in order to facilitate the preparation by DHSC of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the **"Exit Information"**).
- 3.2 The Supplier acknowledges that DHSC may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify DHSC within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Services (and shall consult DHSC in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Services and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to DHSC an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to DHSC.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
 - 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2 how the Services will transfer to the Replacement Supplier and/or DHSC;
 - 4.3.3 details of any contracts which will be available for transfer to DHSC and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Services following the Expiry Date;
 - 4.3.5 proposals for providing DHSC or a Replacement Supplier copies of all documentation relating to the use and operation of the Services and required for their continued use;
 - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Services;
 - 4.3.7 proposals for the disposal of any redundant Goods and materials;
 - 4.3.8 how the Supplier will ensure that there is no disruption to or degradation of the Services during the Termination Assistance Period; and
 - 4.3.9 any other information or assistance reasonably required by DHSC or a Replacement Supplier.
- 4.4 The Supplier shall:
 - 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - 4.4.1.1 every six (6) months throughout the Contract Period; and
 - 4.4.1.2 no later than twenty (20) Working Days after a request from DHSC for an up-to-date copy of the Exit Plan;
 - 4.4.1.3 as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10)

Working Days after the date of the Termination Assistance Notice;

- 4.4.1.4 as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Services (including all changes under the Variation Procedure); and
- 4.4.2 jointly review and verify the Exit Plan if required by DHSC and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) DHSC agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.1 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Framework Agreement.
- 4.6 A version of an Exit Plan agreed between the Parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 DHSC shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Services.
- 5.2 DHSC shall have an option to extend the Termination Assistance Period provided that such extension shall not extend for more than six (6) Months beyond the end of the initial Termination Assistance Period and provided that it shall notify the Supplier of this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. DHSC shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.3 In the event that Termination Assistance is required by DHSC but at the relevant time the Parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last DHSC-Approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Services (as applicable) and otherwise perform its obligations under this Framework Agreement and, if required by DHSC, provide the Termination Assistance;
 - 6.1.2 provide to DHSC and/or its Replacement Supplier any reasonable assistance and/or access requested by DHSC and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Services to DHSC and/or its Replacement Supplier;

- 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to DHSC; and
 - 6.1.4 subject to Paragraph 6.3, provide the Services and the Termination Assistance at no detriment to the Performance Indicators, the provision of any reports nor to any other of the Supplier's obligations under this Framework Agreement.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to DHSC, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to DHSC's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Performance Indicators, the Parties shall vary the relevant Performance Indicators accordingly.

7. Obligations when the Framework Agreement is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance), the Supplier shall:
 - 7.2.1 provide access during normal working hours to DHSC and/or the Replacement Supplier for up to six (6) Months after expiry or termination to:
 - 7.2.1.1 such information relating to the Services as remains in the possession or control of the Supplier; and
 - 7.2.1.2 such members of the Supplier Staff as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that DHSC and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Except where this Framework Agreement provides otherwise, all licences, leases and authorisations granted by DHSC to the Supplier in relation to the Services shall be terminated with effect from the end of the Termination Assistance Period.

8. No Costs

- 8.1 Unless otherwise stated, DHSC shall not be obliged to pay for Costs incurred by the Supplier in relation to its compliance with this Schedule.

FRAMEWORK SCHEDULE 9
CYBER ESSENTIALS SCHEME

1. Definitions

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

"Cyber Essentials Scheme"	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: https://www.cyberessentials.ncsc.gov.uk/
"Cyber Essentials Basic Certificate"	the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Certificate"	Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Framework Award Form;
"Cyber Essential Scheme Data"	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
"Cyber Essentials Plus Certificate"	the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

2. What Certification do you need

- 2.1 Where the Framework Award Form requires, the Supplier shall provide a Cyber Essentials Certificate to DHSC by the Framework Start Date or within ninety (90) days of the Framework Agreement Start Date (as stated in the Framework Award Form). Until the Supplier provides the Cyber Essentials Certificate it shall be prohibited from participating in any Call-Off Procedure pursuant to Framework Schedule 7 (Call-Off Procedure and Award Criteria) until such time as the Supplier has evidenced to DHSC its compliance with this Paragraph 2.1.
- 2.2 Where the Supplier continues to process data during the Contract Period of any Call-Off Contract the Supplier shall deliver to DHSC evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable Cyber Essentials Certificate obtained by the Supplier under Paragraph 2.1.
- 2.3 Where the Supplier is due to process data after the Start Date of the first Call-Off Contract but before the end of the Framework Agreement Period or Call-Off Contract Period of the last Call-Off Contract, the Supplier shall deliver to DHSC evidence of:
- 2.3.1 a valid and current Cyber Essentials Certificate before the Supplier processes any such Cyber Essentials Scheme Data; and

- 2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Certificate obtained by the Supplier under Paragraph 2.1
- 2.4 In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), DHSC reserves the right to terminate this Framework Agreement for material Default.
- 2.5 The Supplier shall ensure that all Sub-Contracts with Subcontractors who process Cyber Essentials Scheme Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under this Framework Agreement in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.
- 2.6 This Schedule shall survive termination or expiry of this Framework Agreement and each and any Call-Off Contract.

FRAMEWORK SCHEDULE 10

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):

"BCDR Plan"	the business and continuity plan submitted by the Supplier as part of its Framework Tender Response;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.2.2 of this Schedule;
"Business Continuity Services"	the services provided in accordance with the Business Continuity Plan;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.2.3 of this Schedule;
"Disaster Recovery Services"	the services embodied in the processes and procedures for restoring the provision of Services following the occurrence of a Disaster;
"Related Supplier"	any person who provides services to DHSC which are related to the Services from time to time including the Framework Suppliers;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule.

2. BCDR Plan

2.1 The Supplier's BCDR Plan shall detail the processes and arrangements that the Supplier shall follow to:

- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and
- 2.1.2 the recovery of the Services in the event of a Disaster.

2.2 The BCDR Plan shall be divided into three sections:

- 2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
- 2.2.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and
- 2.2.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).

- 2.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Services and any goods and/or services provided to DHSC by a Related Supplier;
- 3.1.3 contain an obligation upon the Supplier to liaise with DHSC and any Related Suppliers with respect to business continuity and disaster recovery;
- 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of DHSC and any of its other Related Supplier in each case as notified to the Supplier by DHSC from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and helpdesk facility which can be accessed via multiple channels;
- 3.1.6 contain a risk analysis, including:
 - 3.1.6.1 failure or disruption scenarios and assessments of likely frequency of occurrence;
 - 3.1.6.2 identification of any single points of failure within the provision of Services and processes for managing those risks;
 - 3.1.6.3 identification of risks arising from the interaction of the provision of Services with the goods and/or services provided by a Related Supplier; and
 - 3.1.6.4 a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors);
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that DHSC has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at DHSC as required by DHSC to inform decisions in support of DHSC's business continuity plans.

- 3.2 The BCDR Plan shall be designed so as to ensure that:

- 3.2.1 the Services are provided in accordance with this Framework Agreement and any Call-Off Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible; and
 - 3.2.3 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services and the business operations supported by the provision of Services.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Framework Agreement.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Services remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Services; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Services in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Services;
 - 4.2.2 set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services;
 - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators in respect of the provision of other Services during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of DHSC supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to End-User Premises;
 - 5.2.2 loss of the Supplier's helpdesk or ordering system;
 - 5.2.3 loss of a Subcontractor;
 - 5.2.4 emergency notification and escalation process;

- 5.2.5 contact lists;
- 5.2.6 staff training and awareness;
- 5.2.7 BCDR Plan testing;
- 5.2.8 post implementation review process;
- 5.2.9 any applicable Performance Indicators with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Performance Indicators in respect of the provision of other Services during any period of invocation of the Disaster Recovery Plan;
- 5.2.10 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.2.11 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 5.2.12 testing and management arrangements.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and
 - 6.1.3 where DHSC requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with DHSC's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by DHSC for DHSC's approval. The costs of both Parties of any such additional reviews shall be met by DHSC except that the Supplier shall not be entitled to charge DHSC for any costs that it may incur above any estimate without DHSC's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as DHSC shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to DHSC a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
- 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Services; and
 - 7.1.3 at any time where DHSC considers it necessary (acting in its sole discretion).
- 7.2 If DHSC requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with DHSC's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by DHSC unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of DHSC and shall liaise with DHSC in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of DHSC.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with DHSC. Copies of live test data used in any such testing shall be (if so required by DHSC) destroyed or returned to DHSC on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to DHSC a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by DHSC to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by DHSC.

8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform DHSC promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of DHSC.

9. Circumstances beyond your control

- 9.1 The Supplier shall not be entitled to relief under Clause 22 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

FRAMEWORK SCHEDULE 11

TRANSPARENCY REPORTS

1. The Supplier recognises that DHSC is subject to PPN 01/17 (Update to transparency principles v1.1(<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 DHSC with its compliance with its obligations under that PPN.
2. Within three (3) Months of the Framework Agreement Start Date, the Supplier shall submit to DHSC 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.
3. If DHSC 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 DHSC. If the Parties fail to agree on a draft Transparency Report, DHSC shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
4. The Supplier shall provide accurate and up-to-date versions of each Transparency Report to DHSC at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

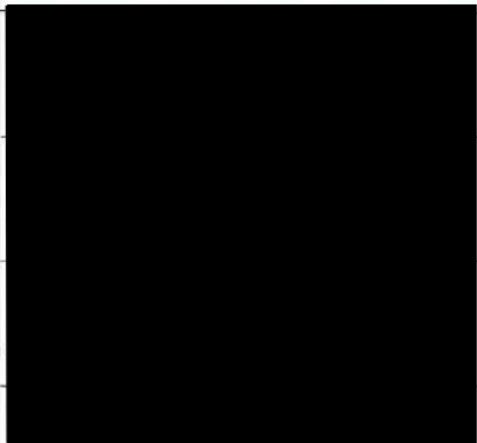
[NOTE TO TENDERERS: This table will be completed on a case-by-case basis for each Supplier and each Framework Agreement]

Title	Content	Format	Frequency
[Performance]	[]	[]	[]
[Call-Off Contract Charges]	[]	[]	[]
[Key Subcontractors]	[]	[]	[]
[Technical]	[]	[]	[]
[Performance management]	[]	[]	[]

FRAMEWORK AWARD FORM

This Framework Award Form creates the Framework Agreement. It summarises the main features of the procurement and includes DHSC and the Supplier's contact details

1	DHSC	The Secretary of State for Health and Social Care, acting as part of the Crown, whose principal office is Department of Health and Social Care, 39 Victoria Street, London, SW1H 0EU
2	Supplier	Name: Innova Care Concepts Ltd Address: Rofta House, Rudgate, Thorp Arch, Wetherby, LS23 7QA Registration number: 11951702
3	Framework Agreement	This Framework Agreement between DHSC and the Supplier allows the Supplier to be considered for Call-off Contracts to supply the Services in sub-lot 6.1. You cannot deliver in any other Lot or sub-Lot under this contract. Any references made to other Lots or sub-Lots in this Framework Agreement do not apply.
4	Services	See Framework Schedule 1 (Specification) for further details.
5	Framework Start Date	12/12/2022
6	Framework Expiry Date	12/12/2026
7	Framework Initial Period	48 months
8	Framework Optional Extension Period	N/A
9	Order Procedure	Direct award
10	Framework Incorporated Terms (together these documents form the 'the Framework Agreement')	The following documents are incorporated into the Framework Agreement. If the documents conflict, the following order of precedence applies: 1. This Framework Award Form 2. Joint Schedule 1 (Definitions) 3. Joint Schedule 10 (Processing Data) 4. The following Schedules (in equal order of precedence): - o Framework Schedule 1 (Specification) - o Framework Schedule 3 (Framework Prices) - o Framework Schedule 6 (Order Form Template and Call-Off Schedules) - o Framework Schedule 11 (Transparency Reports) - o Framework Schedule 10 (Business Continuity and Disaster Recovery) - o Framework Schedule 8 (Exit Management) - o Framework Schedule 5 (Implementation Plan) - o Framework Schedule 4 (Framework Management) - o Framework Schedule 7 (Call-Off Award Procedure) - o Framework Schedule 9 (Cyber Essentials Scheme) - o Joint Schedule 2 (Variation Form)

		- o Joint Schedule 3 (Insurance Requirements) - o Joint Schedule 4 (Commercially Sensitive Information) - o Joint Schedule 6 (Key Subcontractors) - o Joint Schedule 7 (Guarantee) - o Joint Schedule 9 (Rectification Plan) - o Joint Schedule 8 (Supply Chain Visibility) - o Joint Schedule 11 (Continuous Improvement) 5. Core Terms 6. Joint Schedule 5 (Corporate Social Responsibility) 7. Framework Schedule 2 (Framework Tender Response) as long as any part of the Framework Tender that offers a better commercial position for DHSC or Buyers (as decided by DHSC) take precedence over the documents above.
11	Framework Special Terms	N/A
12	Framework Prices	Details in Framework Schedule 3 (Framework Prices)
13	Insurance	Details in Annex of Joint Schedule 3 (Insurance Requirements)
14	Cyber Essentials Certification	Cyber Essentials Scheme Basic Certificate (or equivalent) to be provided within ninety (90) days of the Framework Agreement Start Date. Details in Framework Schedule 9 (Cyber Essentials Scheme)]
15	Supplier Authorised Representative	
16	Supplier Compliance Officer	
17	Supplier Data Protection Officer	
18	Key Subcontractors	
19	DHSC Authorised Representative	
20	Management Group	TBC
21	Disaster Period	7 days see definition of Disaster in Joint Schedule 1 (Definitions)]

For and on behalf of the Supplier:		For and on behalf of DHSC:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	

Date:	14 December 2022	Date:	03 Jan 2023
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JOINT SCHEDULE 1

DEFINITIONS

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.
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.
3. In each Contract, unless the context otherwise requires:
 - 3.1 the singular includes the plural and vice versa;
 - 3.2 reference to a gender includes the other gender and the neuter;
 - 3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 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**";
 - 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;
 - 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;
 - 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;
 - 3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and
 - 3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.
4. In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"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);
"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;
"Approval"	the prior written consent of the Relevant Authority and "Approve" and "Approved" shall be construed accordingly;
"Audit"	the Relevant Authority's right to: a) 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); b) 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; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 29 to 35 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; f) 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 Services; g) 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; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;

	i) 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; j) 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 k) verify the accuracy and completeness of any information delivered or required by Framework Schedule 4 (Contract Management);
"Auditor"	a) the Buyer's internal and external auditors; b) the Buyer's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury; e) any party formally appointed by the Buyer to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority"	DHSC and each Buyer;
"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 a Contract;
"Brexit"	the United Kingdom's withdrawal from the European Union;
"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 Services 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;
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Agreement), 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 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 up to a maximum of the number of years in total specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Framework Schedule 7 (Call-Off 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;
"Central Government Body"	a body listed in one of the following subcategories 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; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Services and performance of a 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;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under a Contract;
"Commercially Sensitive Information"	the Confidential Information listed in Joint Schedule 4 (Commercially Sensitive Information) or the 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 Services to another buyer of the Supplier that are the same or similar to the Services;
"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 DHSC, the Buyer or the Supplier, including IPRs, together with information derived from the above, and 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;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to DHSC or any Buyer under a Contract, in the reasonable opinion of the Buyer or DHSC;
"Contract"	either the Framework Agreement or the Call-Off Contract, as the context requires;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	the term of either a Framework Agreement or Call-Off Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date, until 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"	the standard terms and conditions for the supply of the Services which forms part of the Framework Agreement and each Call-Off Contract;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services: a) the cost to the Supplier of engaging the Supplier Staff; b) 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 Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; and/or c) 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 Services;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contracts (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; and (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; and (iii) all applicable Law about the Processing of Personal Data and privacy;
"Data Protection Liability Cap"	the caps on liability set out in clause 7 of Annex 2 of Joint Schedule 10 (Processing Data)
"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;
"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 subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"DHSC"	the Secretary of State for Health and Social Care, acting as part of the Crown, whose principal office is Department of Health and Social Care, 39 Victoria Street, London, SW1H 0EU;
"DHSC Authorised Representative"	the representative appointed by DHSC from time to time in relation to the Framework Agreement initially identified in the Framework Award Form and as may be updated from time to time;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Framework Award Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 17 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises 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 36 (Resolving disputes);
"Documentation"	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) that is required to be supplied by the Supplier to the Buyer under a Contract as: a) 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 Services;

	b) is required by the Supplier in order to provide the Services; and/or c) has been or shall be generated for the purpose of supplying the Services;
"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 Relevant 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;
"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: a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 12.1.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"End-User"	has the meaning in Framework Schedule 1 (Specification);
"End-User Order"	an order placed by an End-User directly with a Supplier as further described in the Specification;
"End-User Premises"	premises owned, controlled or occupied by an End-User to which the Supplier delivers the Goods;
"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;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under Clause 13.2 :

	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;
"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;
"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);
"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;
"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, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from: a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of a Crown Body, local government or regulatory bodies; d) fire, flood or any disaster; or e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act,

neglect or failure to take reasonable precautions against it by the Party concerned;
and

iii) any failure of delay caused by a lack of funds

but excluding, for the avoidance of doubt, any event or other consequence arising as a result of or in connection with the COVID-19 pandemic, except for circumstances caused by or related to the COVID-19 pandemic which are Changes in Law and/or governmental guidance which mean that the Services cannot be provided as set out in a Call-Off Contract (in all material respects) without such Laws and/or government guidance being breached, or if the Supplier can reasonably demonstrate that despite all reasonable endeavours, it is unable to secure non-COVID-19 infected personnel to provide the Services due to the levels of COVID-19 infections in the population of the United Kingdom;

"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 Agreement, to be executed by the Supplier and DHSC;
"Framework Agreement"	the framework agreement concluded between DHSC and the Supplier in accordance with Regulation 33 of the Regulations by the Framework Award Form for the provision of the Services by the Supplier pursuant to the FTS Notice;
"Framework Agreement Period"	the Contract Period in respect of the Framework Agreement;
"Framework Expiry Date"	the date of the end of the Framework Agreement as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Agreement specified in the Framework Award Form;
"Framework Initial Period"	the initial term of the Framework Agreement as specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Services 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 Agreement;
"Framework Start Date"	the date of start of the Framework Agreement as stated in the Framework Award Form;

"Framework Supplier(s)"	other suppliers to DHSC pursuant to a framework agreement on the same terms as the Framework Agreement for the provision of services the same or similar to the Services;
"Framework Tender Response"	the tender submitted by the Supplier to DHSC and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
"FTS Notice"	the notice published on Find a Tender Service with reference 2022/S 000-010695
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	has the meaning in Framework Schedule 1 (Specification);
"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: a) are supplied to the Supplier by or on behalf of the Authority; or b) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;

"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 7 (Guarantee) in relation to a Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"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 Call-Off 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: a) details of the impact of the proposed Variation on the Services and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) 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; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for the implementation of the Services set out in Framework Schedule 5 (Implementation Plan);
"Indemnifier"	a Party from whom an indemnity is sought under a 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"	in respect of a person: a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or e) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or h) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;
"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 website addresses and other rights in trade or

	business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;
	b) 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
	c) 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 Services 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 tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"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 10 (Processing Data);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing and "Joint Control" shall be construed accordingly;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	any Subcontractor: a) which is relied upon to deliver any work package within the Services in their entirety; and/or b) which, in the opinion of DHSC or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or c) 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 the Framework Award Form and/or in the Order Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services 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 lots specified in Framework Schedule 1 (Specification);
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	a) 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 b) 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: a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which 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

- b) 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:

- a) Supplier's Costs broken down against each Service including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Services;
- b) operating expenditure relating to the provision of the Services including an analysis showing:
 - i) the unit costs and quantity of any consumables and bought-in services;
 - ii) manpower resources 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 manpower grade;
 - iii) a list of Costs underpinning those rates for each manpower grade;
- c) Overhead;
- d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;
- e) the Supplier Profit achieved over the Framework Agreement Period and on an annual basis;
- f) 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; and/or
- g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency;

"Order"

means an order for the provision of the Services placed by a Buyer with the Supplier under a Contract;

"Order Form"

a completed Order Form in the form of the 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);
"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 Agreement, DHSC or the Supplier, and 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 Agreement 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;
"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-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;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Prohibited Acts"	a) to directly or indirectly offer, promise or give any person working for or engaged by a Relevant Authority or any other public body a financial or other advantage to: i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity;

- b) 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
- c) committing any offence:
 - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
 - ii) under legislation or common law concerning fraudulent acts; or
 - iii) defrauding, attempting to defraud or conspiring to defraud a Relevant Authority or other public body; or
 - iv) 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), if applicable, in the case of the Framework Agreement;

"Recall"

a request by the Supplier to return Goods to DHSC, the Buyer 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 its breach using the template in Joint Schedule 9 (Rectification Plan) which shall include:

- a) full details of the Default that has occurred, including a root cause analysis;
- b) the actual or anticipated effect of the Default; and
- c) 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 12.3 (Rectification Plan Process);

"Regulations"

the Public Contracts Regulations 2015 (as amended);

"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"	a) 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); b) 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 Authority's attention or into the Relevant Authority's possession in connection with a Contract; and c) 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 12.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the Call-Off Expiry Date, whether those services are provided by the Buyer internally and/or by any third party;
"Replacement Supplier"	any third party provider of Replacement Services appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Services 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 Services 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;
"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;
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

"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 including the Documentation;
"Sites"	any premises (including the End-User's Premises, the Supplier's premises or third party premises) from, to or at which: a) the Services are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Services;
"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 Services 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: a) 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; b) standards detailed in the specification in Framework Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; and/or d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the Framework Agreement, 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 Services 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 Agreement, pursuant to which a third party: a) provides the Services (or any part of them); b) provides facilities or services necessary for the provision of the Services (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Services (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 Services 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 and as may be updated from time to time or changed on an ad-hoc basis for a particular Call-Off Contract in which case the representative will be identified in the Order Form;
"Supplier's Confidential Information"	a) 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; b) 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; and/or c) information derived from any of (a) and (b) above;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Non-Performance"	where the Supplier has failed to comply with an obligation under a Contract;
"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;
"Supplier System"	the aggregated processes and infrastructure required by the Supplier to deliver the Services;
"Supply Chain Information Report Template"	the document at Annex 1 of Joint Schedule 8 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"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 Services or Services from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan for testing the Supplier System in accordance with Framework Schedule 5 (Implementation Plan);
"Tests" and "Testing"	any tests carried out pursuant to Framework Schedule 5 (Implementation Plan) as set out in the Test Plan and "Tested" 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 Services;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to a Contract agreed from time to time, except for – a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and b) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Services and performance of the Contracts which the Supplier is required to provide to DHSC in accordance with the reporting requirements in Framework Schedule 11 (Transparency Reports);
"UK GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679) as incorporated into UK legislation by way of the European Union (Withdrawal Agreement) Act 2020 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;
"Variation"	has the meaning given to it in Clause 26 (Changing the contract);

"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 26 (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 Services; and
"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.

JOINT SCHEDULE 2**VARIATION FORM**

This form is to be used in order to change a Contract in accordance with Clause 26 (Changing the contract)

Contract Details		
This variation is between:	[delete as applicable: DHSC / Buyer] ("DHSC"/"the Buyer") and [insert name of Supplier] ("the Supplier")	
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: DHSC/the Buyer/the Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation	[insert details]	
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: [DHSC/the Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Framework Prices/Charges:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Framework Prices/Charges:	£ [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: DHSC /the 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.

Joint Schedule 2 (Variation Form)

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

.....

.....

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 Start 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 Services 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 Services 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 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 non-renewal 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 Services, 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 Services, 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 Services 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.

Annex: Required Insurances

1. The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1 Lots 1 to 4 and 6:
 - 1.1.1 Public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000); and
 - 1.1.2 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); and
 - 1.1.3 Product 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).
 - 1.2 Lot 5
 - 1.2.1 As above except the cover (for a single event or a series of related events and in the aggregate) for product liability will not be less than ten million pounds (£10,000,000).

JOINT SCHEDULE 4

COMMERCIALLY SENSITIVE INFORMATION

1. What is the Commercially Sensitive Information?

- 1.1 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.
- 1.2 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).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 18 (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
	[insert date]	[insert details]	[insert duration]

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 the Government. (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf) (the "Code").
- 1.2 DHSC expects its suppliers and subcontractors to meet the standards set out in the Code. In addition, DHSC expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 In addition to the obligations set out in this Joint Schedule 5 (Corporate Social Responsibility) the Supplier shall (and shall procure that its Subcontractors shall) 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 The Supplier shall support DHSC and the Buyer in fulfilling their Public Sector Equality duty under section 149 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 to lodge deposits or identity papers with an 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 2015 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 DHSC, 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; and
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to DHSC the Buyer and Modern Slavery Helpline <https://www.modernslaveryhelpline.org/>.

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 shall be 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:
 - 4.1.3.1 as a disciplinary measure;
 - 4.1.3.2 except where permitted by Law; or
 - 4.1.3.3 without expressed permission of the Supplier Staff 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 ensure 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; and
- 5.1.3 ensure that use of overtime is used responsibly, taking into account:
 - 5.1.3.1 the extent;
 - 5.1.3.2 frequency; and

5.1.3.3 hours worked,

by individuals and by the Supplier Staff as a whole.

- 5.2 The Supplier shall ensure that the total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in a seven day period only in exceptional circumstances where all of the following are met:
- 5.3.1 this is allowed by national law;
 - 5.3.2 this is allowed by a collective agreement freely negotiated with a worker's organisation representing a significant portion of the workforce;
 - 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 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

6. Sustainability

- 6.1 The Supplier shall meet the applicable Government Buying Standards applicable to Services which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

7. Carbon Reduction Plan

- 7.1 The Supplier acknowledges that the Relevant Authority has an obligation to ensure that all suppliers who are awarded a contract with a contract value of over £5 million must be committed to achieving a Net Zero target in accordance with Procurement Policy Note 06/21 (the "PPN"):

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1054374/PPN-0621-Taking-account-of-Carbon-Reduction-Plans-Jan22_1.pdf

- 7.2 Where the Supplier is awarded a Call-Off Contract with a Contract Value over £5 million, it will provide the Buyer with a Carbon Reduction Plan (using the template at Annex A of the PPN) confirming the Supplier's commitment to achieving Net Zero by 2050.
- 7.3 Where the Supplier is awarded a Call-Off Contract with a Contract Value lower than £5 million, it will use all reasonable endeavours to perform its obligations under the Call-Off Contract with the aim of achieving the carbon reduction targets in the PPN and always with regard to the Relevant Authority's own obligations and commitments.

JOINT SCHEDULE 6

KEY SUBCONTRACTORS

1. Restrictions on Certain Subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Agreement 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 DHSC and the Buyer and the Supplier shall, at the time of requesting such consent, provide DHSC and the Buyer with the information detailed in Paragraph 1.4. The decision of DHSC and the Buyer to consent or not will not be unreasonably withheld or delayed. Where DHSC consents to the appointment of a new Key Subcontractor then they will be added to the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to the Order Form. DHSC and/or the Buyer may reasonably withhold its 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 Services 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 DHSC 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 Services 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 DHSC and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms; and
 - 1.4.4 the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Agreement Period or the total projected Charges over the Call Off Contract Period.
- 1.5 If requested by DHSC and 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 DHSC and the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

Joint Schedule 6 (Key Subcontractors)

- 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
- 1.6.2 a right under CRTPA for DHSC and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon DHSC and the Buyer respectively;
- 1.6.3 a provision enabling DHSC and the Buyer to enforce the Key Sub-Contract 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 Sub-Contract to DHSC and the Buyer;
- 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Agreement in respect of:
 - 1.6.5.1 the data protection requirements set out in Clause 16 (Data protection);
 - 1.6.5.2 the FOIA and other access request requirements set out in Clause 18 (When you can share information);
 - 1.6.5.3 the obligation not to embarrass DHSC and the Buyer or otherwise bring DHSC and the Buyer into disrepute;
 - 1.6.5.4 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
 - 1.6.5.5 the conduct of Audits set out in Clause 8 (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 DHSC and the Buyer under Clauses 12.4 (When DHSC or the Buyer can end a contract) and 12.6 (What happens if the contract ends) of this Contract; and
- 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Services provided to the Supplier under the Key Sub-Contract without first seeking the written consent of DHSC and the Buyer.

JOINT SCHEDULE 7

GUARANTEE

1. Definitions

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

"Guarantee"	a deed of guarantee from the Guarantor in favour of a Buyer in the form set out in Annex 1 to this Schedule;
"Guarantor"	the person that the Supplier relied upon to meet the economic and financial standing requirements of the selection stage of the procurement process for the Framework Agreement; and
"Letter of Intent to Guarantee"	the letter from the Guarantor to DHSC to confirm that the Guarantor will enter into each Guarantee in the form set out in Annex 2 to this Schedule.

2. Obligation to Provide Guarantee

2.1 Where DHSC has notified the Supplier that the award of the Framework Agreement is conditional upon the availability of a Guarantee for each Call-Off Contract:

2.1.1 as a condition for the award of the Framework Agreement, the Supplier must have delivered to DHSC within 30 days of a request by DHSC:

2.1.1.1 an executed Letter of Intent to Guarantee from the Guarantor; and

2.1.1.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee in accordance with the provisions of this Schedule; and

2.1.2 on demand from a Buyer, the Supplier must procure a Guarantee in accordance with Paragraph 2.4 below.

2.2 If the Supplier fails to deliver any of the documents required by Paragraph 2.1.1 above within 30 days of request then:

2.2.1 DHSC may terminate the Framework Agreement; and

2.2.2 each Buyer may terminate any or all of its Call-Off Contracts,

in each case as a material Default of the Contract for the purposes of Clause 12.4.1(d) (When DHSC or the Buyer can end a contract).

2.3 Where the DHSC has received a Letter of Intent to Guarantee from the Guarantor pursuant to Paragraph 2.1.1, DHSC may terminate this Framework Agreement as a material Default of the Contract for the purposes of Clause 12.4.1(d) (When DHSC or the Buyer can end a contract) where:

2.3.1 the Guarantor withdraws or revokes the Letter of Intent to Guarantee in whole or in part for any reason whatsoever;

2.3.2 the Letter of Intent to Guarantee becomes invalid or unenforceable for any reason whatsoever;

- 2.3.3 the Guarantor refuses to enter into a Guarantee in accordance with Paragraph 2.1.2 above; or
 - 2.3.4 an Insolvency Event occurs in respect of the Guarantor,

and in each case the Letter of Intent to Guarantee is not replaced by an alternative commitment to make resources available acceptable to DHSC.
- 2.4 Where a Buyer has notified the Supplier that the award of the Call-Off Contract by the Buyer shall be conditional upon receipt of a valid Guarantee, then, on or prior to the execution of the Call-Off Contract, as a condition precedent of that Call-Off Contract, the Supplier shall deliver to the Buyer by the date so specified by the Buyer:
 - 2.4.1 an executed Guarantee; and
 - 2.4.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.
- 2.5 Where a Buyer has procured a Guarantee under Paragraph 2.4 above, the Buyer may terminate the Call-Off Contract as a material Default of the Call-Off Contract for the purposes of Clause 12.4.1(d) (When DHSC or the Buyer can end a contract) where:
 - 2.5.1 the Guarantor withdraws the Guarantee in whole or in part for any reason whatsoever;
 - 2.5.2 the Guarantor is in breach or anticipatory breach of the Guarantee;
 - 2.5.3 an Insolvency Event occurs in respect of the Guarantor;
 - 2.5.4 the Guarantee becomes invalid or unenforceable for any reason whatsoever; or
 - 2.5.5 the Supplier fails to provide any of the documentation required by Paragraph 2.4 by the date so specified by the Buyer,

and in each case the Guarantee is not replaced by an alternative guarantee agreement acceptable to the Buyer.

Annex 1 – Form of Guarantee

[GUIDANCE NOTE: this is the draft form of guarantee to be used to procure a Guarantee, and so it will need to be amended case-by-case.]

DEED OF GUARANTEE

PROVIDED BY

[Insert name of the Guarantor]

FOR THE BENEFIT OF

[Insert name of the Beneficiary]

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the day of 20[]

PROVIDED BY:

[Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ("**Guarantor**")

WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Guarantor that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

- 1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;

- 1.2 the words and phrases below shall have the following meanings:

[GUIDANCE NOTE: Insert and/or settle Definitions, including from the following list, for the Guarantee]

"Beneficiary(s)"	means [insert name of the Buyer with whom the Supplier enters into a Call-Off Contract] and "Beneficiaries" shall be construed accordingly;
"Call-Off Contract"	has the meaning given to it in the Framework Agreement;
"Framework Agreement"	means the framework contract between the Beneficiary and the Supplier;
"Guaranteed Agreement"	means [each Call-Off Contract] [the Call-Off Contract] made between the Beneficiary and the Supplier [on insert date];
"Guaranteed Obligations"	means all obligations and liabilities of the Supplier to the Beneficiary under a Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to a Guaranteed Agreement; and
"Supplier"	means [Insert the name, address and registration number of the Supplier as each appears in the Framework Award Form].

- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to a Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or

agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;

- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
- 2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:
 - 2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
 - 2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater

obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.

- 2.4 As a separate and independent obligation and liability from its obligations and liabilities under clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. **OBLIGATION TO ENTER INTO A NEW CONTRACT**

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. **DEMANDS AND NOTICES**

- 4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

[Insert Address of the Guarantor in England and Wales]

For the Attention of [Insert details]

or such other address in England and Wales as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address for the receipt of such demands or notices.

- 4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

4.2.1 if delivered by hand, at the time of delivery; or

4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post.

- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, as the case may be.

- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. **BENEFICIARY'S PROTECTIONS**

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made

with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
- 5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
- 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
- 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
- 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non-performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

6. GUARANTOR INTENT

Without prejudice to the generality of clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

- 7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

- 7.1.1 of subrogation and indemnity;
- 7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and
- 7.1.3 to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

- 8.1.1 exercise any rights it may have to be indemnified by the Supplier;
- 8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;
- 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
- 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
- 8.1.5 claim any set-off or counterclaim against the Supplier.

- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Guarantor hereby represents and warrants to the Beneficiary that:

- 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
- 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
- 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - (a) the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
 - (b) any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
 - (c) the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;
- 9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
- 9.1.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

- 10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

12. **ASSIGNMENT**

12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13. **SEVERANCE**

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. **THIRD PARTY RIGHTS**

Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. **SURVIVAL**

This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

16. **GOVERNING LAW**

16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

16.3 Nothing contained in this clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

[GUIDANCE NOTE: Include the below provision when dealing with the appointment of English process agent by a non-English incorporated Guarantor]

16.5 [The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] at its registered office from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

Joint Schedule 7 (Guarantee)

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by [Insert/print names]

Director

Director/Secretary

Annex 2 – Form of Letter of Intent to Guarantee

[Guidance Note: this is the form of the Letter of Intent to Guarantee to be used by a Guarantor to confirm that it will enter into a Guarantee for each Call Off Contract if required by a Buyer.]

[ON THE LETTERHEAD OF THE GUARANTOR]

Vaccines & Medical Countermeasures
Commercial Directorate
Department of Health and Social Care
39 Victoria Street
London
SW1H 0EU

[DATE]

Dear Sirs

Letter of Intent to Guarantee – Framework Agreement (the “Framework Agreement”)

Name of Supplier: [INSERT NAME OF SUPPLIER]

1. We refer to the Framework Agreement. Unless otherwise defined in this Letter of Intent to Guarantee, capitalised terms used in this Letter of Intent to Guarantee have the meaning given to them in the Framework Agreement.
2. We acknowledge that the Supplier relied on our capacity to meet the selection criteria relating to economic and financial standing that DHSC set out in the procurement process for the Framework Agreement.
3. We have issued this Letter of Intent to Guarantee in consideration of DHSC entering into the Framework Agreement with the Supplier.
4. Please accept this Letter of Intent to Guarantee as an undertaking from us and as proof that the Supplier will have at its disposal the resources necessary to achieve the economic and financial standing required in the relevant selection criteria.
5. We acknowledge that it is a condition of the Framework Agreement that:
 - 5.1 we provide this Letter of Intent to Guarantee to DHSC (Paragraph 2.1.1 of Joint Schedule 7 of the Framework Agreement); and
 - 5.2 on demand from a Buyer, the Supplier must procure that we enter into a Guarantee in the form set out in Annex 1 to Joint Schedule 7 of the Framework Agreement (Paragraph 2.1.2 of Joint Schedule 7 of the Framework Agreement).
6. We confirm that:
 - 6.1 we undertake to provide each Guarantee in accordance with the Framework Agreement; and
 - 6.2 we understand that DHSC may terminate the Framework Agreement with the Supplier as a material Default of the Framework Agreement if:
 - 6.2.1 we withdraw or revoke this Letter of Intent to Guarantee in whole or in part for any reason whatsoever;
 - 6.2.2 we refuse to enter into a Guarantee in accordance Paragraph 2.1.2 of Joint Schedule 7 of the Framework Agreement; or
 - 6.2.3 an Insolvency Event occurs in respect of the Guarantor.
7. Please find enclosed a certified copy of the extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee in accordance with the provisions of Joint Schedule 7 of the Framework Agreement.

Joint Schedule 7 (Guarantee)

8. This Letter of Intent to Guarantee and any Disputes arising out of, or connected to it, are governed by English law. DHSC and the Guarantor must resolve any Dispute in accordance with Clause 36 of the Core Terms of the Framework Agreement as if that clause applied to this Letter of Intent to Guarantee.

Yours faithfully

Name:

Job Title:

For and on behalf of

[INSERT NAME OF THE GUARANTOR]

Encs:

1. Certified copy of the extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee

[Dept] SME Data Collection

v2.1

The UK government has made a commitment that 33% of central government procurement spend should go to Small and Medium-sized Enterprises (SMEs), either directly or via the supply chain, before the end of this parliament (2022). To support this key agenda item and to measure progress, the UK government is now requesting that from 1 April 2018 all new contracts valued over £5 million per annum provide data on supply chain spend.

Guidance about the data required is provided below.

PLEASE NOTE YOU WILL NEED TO COMPLETE A SEPARATE TEMPLATE FOR EACH CONTRACT .

1) When answering the survey please endeavour to answer every section in full to the best of your knowledge. 2) Please only report on the relevant contract - do not include spend you have with the departments on other contracts

Questions A1-A3: Please specify the numbers in full. All figures should be in GBP pounds sterling. Please see an example of how to complete the questions below.

A1. Total contract revenue (£) received directly from selected department including arms length bodies (ALBs)

Supplier X has received £1,200,000 revenue directly from the selected department within the requested financial reporting period. Enter **£1,200,000** for question A1.

£
1,200,000

A2. Total value of subcontracted revenues (£)

(Please note that this is the total value of all sub-contracted revenues for SMEs and non-SMEs.

Of the £1,200,000 Supplier X received directly from the selected department, £50,000 was subcontracted to SMEs and £140,000 was subcontracted to organisations not covered by the definition of an SME. Enter **£190,000** for question A2.

£
190,000

A3. Total value of subcontracted revenues to SMEs (£)

Of the £1,200,000 Supplier X received directly from the selected department, £50,000 was subcontracted to SMEs and £140,000 was subcontracted to organisations not covered by the definition of an SME. Enter **£50,000** for question A3.

Data provided by

In the event we need to contact you about your return, please provide your full contact details. Please provide details of the preferred contact for future reporting (If different).

Please also provide your DUNS Number. The Data Universal Numbering System (DUNS) is a system developed and regulated by Dun & Bradstreet which assigns a unique numeric identifier, referred to as a 'DUNS Number' to a single business entity.

Definitions and Interpretations:

In this document and all documentation from the Crown Commercial Service SME team:

1. Department(s) – means central government department that you have a contract with.
2. Supplier(s) – means a company or organisation that sells or supplies goods or services not limited to the UK.
3. SMEs – means Suppliers with less than 250 employees and whose annual turnover does not exceed £50m or annual balance sheet total does not exceed £43m. The organisation also has to be autonomous.
4. Autonomous – means that the SME does not have more than 25% of its capital or voting rights owned by an organisation or multiple organisations that themselves do not meet the
5. Contract Revenue – means the monetary value (Excl VAT) received through a contract between you and a Central Government Department or its ALBs.
6. Subcontracted Revenue – means the monetary value of the contract (Excl VAT) that has been passed to a supplier within the supply chain. It should not include the suppliers overhead expenditure e.g. cleaning services, that might be provided by an SME.
7. Supply Chain – means all suppliers that are involved in the production, handling, provision and /or distribution of any part of the contract.
8. Contract – means the commercial agreement between the department or its ALB and the supplier for the provision of goods or services.

[Dept] SME Data Collection

Please refer to the guidance tab. Please answer questions A1 to A3 (populating yellow cells only) as applicable and return to [DEPARTMENTAL CONTACT]		
INSERT YOUR ORGANISATION/COMPANY NAME	Full Year 20xx/xx (Apr 20xx- Mar 20xx)	
SELECT DEPARTMENT	£	%
CONTRACT NAME		
A1. Total contract revenue (£) received directly from selected contract.	£0.00	
A2. Total value of subcontracted revenues (£)	£0.00	
A3. Total value of subcontracted revenues to SMEs (£)	£0.00	

Breakdown of Departmental Contract Revenue (100%= £0)

- Total Revenue retained (£)
- Total subcontracted revenues to non SME (£)
- Total subcontracted revenues to SMEs (£)

Data provided by:	
Name	
Organisation	INSERT YOUR ORGANISATION/COMPANY NAME
DUNS Number	
Email	
Phone	
Date	
Please provide details of the preferred contact for future reporting (If applicable):	
Name	
Email	
Phone	

JOINT SCHEDULE 8
SUPPLY CHAIN VISIBILITY

1. Definitions

1.1 In 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 Report Template"	the document in the Annex of this Schedule 8; and
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Visibility of Sub-Contract Opportunities in the Supply Chain

2.1 The Supplier shall:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £100,000 that arise during the Contract Period;
- 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 2.1.3 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;
- 2.1.4 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
- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 8 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.

2.3 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.

2.4 Notwithstanding Paragraph 2.1, the Relevant 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.

3. Visibility of Supply Chain Spend

- 3.1 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:
 - 3.1.1 the total contract revenue received directly on the Contract;
 - 3.1.2 the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
 - 3.1.3 the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 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 3.1.1–3.1.3 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.
- 3.3 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.

JOINT SCHEDULE 9
RECTIFICATION PLAN

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]		
Signed by [DHSC/Buyer] :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add cause]		
Anticipated impact assessment:	[add impact]		
Actual effect of Default:	[add effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan [DHSC/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [DHSC/Buyer]		Date:	

JOINT SCHEDULE 10

PROCESSING DATA

1. Status of the Parties

- 1.1 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:
- 1.1.1 "Controller" in respect of the other Party who is "Processor";
 - 1.1.2 "Processor" in respect of the other Party who is "Controller";
 - 1.1.3 "Joint Controller" with the other Party; or
 - 1.1.4 "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.

2. Where one Party is Controller and the other Party its Processor

- 2.1 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.
- 2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 2.3 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:
- 2.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;
 - 2.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - 2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- 2.4.1 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;
 - 2.4.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 16, 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:
 - (a) nature of the data to be protected;

- (b) harm that might result from a Personal Data Breach;
- (c) state of technological development; and
- (d) cost of implementing any measures;

2.4.3 ensure that :

- (a) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (Processing Personal Data));
- (b) 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:
 - (i) are aware of and comply with the Processor's duties under this Joint Schedule 10, Clauses 3.1 (Data protection), 4.1 (What you must keep confidential) and 18 (When you can share information);
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) 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
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;

2.4.4 not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (in accordance with Article 46 of the UK GDPR) as determined by the Controller;
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) 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
- (d) 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

2.4.5 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.

2.5 Subject to Paragraph 2.6 of this Joint Schedule 10, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

- 2.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 2.5.2 receives a request to rectify, block or erase any Personal Data;
 - 2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - 2.5.5 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
 - 2.5.6 becomes aware of a Personal Data Breach.
- 2.6 The Processor's obligation to notify under Paragraph 2.5 of this Joint Schedule 10 shall include the provision of further information to the Controller, as details become available.
- 2.7 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under the Data Protection Legislation and any complaint, communication or request made under Paragraph 2.5 of this Joint Schedule 10 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - 2.7.1 the Controller with full details and copies of the complaint, communication or request;
 - 2.7.2 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;
 - 2.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 2.7.4 assistance as requested by the Controller following any Personal Data Breach; and/or
 - 2.7.5 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.
- 2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 10. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - 2.8.1 the Controller determines that the Processing is not occasional;
 - 2.8.2 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
 - 2.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

- 2.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 2.11 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - 2.11.1 notify the Controller in writing of the intended Subprocessor and Processing;
 - 2.11.2 obtain the written consent of the Controller;
 - 2.11.3 enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 10 such that they apply to the Subprocessor; and
 - 2.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 2.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 2.13 The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 10 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).
- 2.14 The Parties agree to take account of any guidance issued by the Information Commissioner. 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.

3. Where the Parties are Joint Controllers of Personal Data

- 3.1 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 Article 26 of the UK GDPR based on the terms set out in Annex 2 (Joint Controller Agreement).

4. Independent Controllers of Personal Data

- 4.1 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.
- 4.2 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.
- 4.3 Where a Party has provided Personal Data to the other Party, 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.
- 4.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 of the UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 4.5 The Parties shall only provide Personal Data to each other:
 - 4.5.1 to the extent necessary to perform their respective obligations under the Contract;

- 4.5.2 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
 - 4.5.3 where it has recorded it in Annex 1 (Processing Personal Data).
- 4.6 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.
- 4.7 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 of the GDPR and shall make the record available to the other Party upon reasonable request.
- 4.8 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"**):
 - 4.8.1 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
 - 4.8.2 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:
 - (a) 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
 - (b) 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.
- 4.9 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:
 - 4.9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - 4.9.2 implement any measures necessary to restore the security of any compromised Personal Data;
 - 4.9.3 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
 - 4.9.4 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.

Joint Schedule 10 (Processing Data)

- 4.10 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).
- 4.11 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).
- 4.12 Notwithstanding the general application of Paragraphs 2.1 to 2.14 of this Joint Schedule 10 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 3.1 to 4.11 of this Joint Schedule 10.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processor, 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: **[Insert Contact details]**
2. The contact details of the Supplier's Data Protection Officer are: **[Insert Contact details]**
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 2.1 to Paragraph 2.14 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: <i>[Insert the scope of Personal Data which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</i> The Supplier is Controller and the Relevant Authority is Processor The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with Paragraph 2.1 to Paragraph 2.14 of the following Personal Data: <i>[Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</i> The Parties are Joint Controllers The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of: <i>[Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</i> The Parties are Independent Controllers of Personal Data The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i> <i>[Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</i> [Guidance: where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]

Joint Schedule 10 (Processing Data)

Duration of the Processing	<i>[Clearly set out the duration of the Processing including dates]</i>
Nature and purposes of the Processing	<i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i> <i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i> <i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under UK law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of Paragraphs 2.1 to 2.14 of Joint Schedule 10 (Where one Party is Controller and the other Party is Processor) and Paragraphs 4.1 to 4.11 of Joint Schedule 10 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.
- 1.2 The Parties agree that the [Supplier/Relevant Authority]:
 - 1.2.1 is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
 - 1.2.2 shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
 - 1.2.3 is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
 - 1.2.4 is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
 - 1.2.5 shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of clause 1.2 of this Annex, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

- 2.1 The Supplier and the Relevant Authority each undertake that they shall:
 - 2.1.1 report to the other Party every [x] months on:
 - 2.1.1.1 the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 - 2.1.1.2 the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - 2.1.1.3 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;

- 2.1.1.4 any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
 - 2.1.1.5 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;
- 2.1.2 notify each other immediately if it receives any request, complaint or communication made as referred to in clauses 2.1.1.1 to 2.1.1.5 of this Annex;
- 2.1.3 provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in clauses 2.1.1.3 to 2.1.1.5 of this Annex to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- 2.1.4 not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services 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;
- 2.1.5 request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- 2.1.6 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;
- 2.1.7 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:
 - 2.1.7.1 are aware of and comply with their duties under this Annex and those in respect of Confidential Information;
 - 2.1.7.2 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
 - 2.1.7.3 have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- 2.1.8 ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - 2.1.8.1 nature of the data to be protected;
 - 2.1.8.2 harm that might result from a Personal Data Breach;

- 2.1.8.3 state of technological development; and
 - 2.1.8.4 cost of implementing any measures;
 - 2.1.9 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
 - 2.1.10 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 Joint 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.

3. Data Protection Breach

- 3.1 Without prejudice to clause 3.2 of this Annex, 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 Relevant Authority and its advisors with:
 - 3.1.1 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;
 - 3.1.2 all reasonable assistance, including:
 - 3.1.2.1 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;
 - 3.1.2.2 co-operation with the other Party including taking such reasonable steps as are directed by the Relevant Authority to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - 3.1.2.3 co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
 - 3.1.2.4 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 of this Annex.
- 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:
 - 3.2.1 the nature of the Personal Data Breach;

- 3.2.2 the nature of Personal Data affected;
- 3.2.3 the categories and number of Data Subjects concerned;
- 3.2.4 the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- 3.2.5 measures taken or proposed to be taken to address the Personal Data Breach; and
- 3.2.6 describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

- 4.1.1 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 and the Data Protection Legislation; and/or
- 4.1.2 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 of the 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 Services.

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 of this Annex in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

5.1 The Parties shall:

- 5.1.1 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
- 5.1.2 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 of the UK GDPR.

6. 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.

7. Liabilities for Data Protection Breach

[Guidance: This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

- 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:
- 7.1.1 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;
 - 7.1.2 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
 - 7.1.3 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 36 of the Core Terms (Resolving disputes).
- 7.2 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.
- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "**Claim Losses**"):
- 7.3.1 if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
 - 7.3.2 if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
 - 7.3.3 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 of this Annex 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.

8. Termination

If the Supplier is in material Default under any of its obligations under this Annex, the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 12 of the Core Terms (Ending the contract).

9. 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:

9.1.1 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

9.1.2 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 11

CONTINUOUS IMPROVEMENT

1. Supplier's Obligations

- 1.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Services with a view to reducing the Relevant Authority's costs (including the Charges/Framework Prices) and/or improving the quality and efficiency of the Services and their supply to the Relevant Authority.
- 1.2 The Supplier must adopt a policy of continuous improvement in relation to the Services.
- 1.3 This may include regular reviews with the Relevant Authority of the Services and the way the Supplier provides them and/or improving the quality and efficiency of the Services. The Supplier and the Relevant Authority must provide each other with any information relevant to meeting this objective.
- 1.4 In addition to Paragraph 1.1, the Supplier may be requested by the Relevant Authority to produce at the start of each Contract (or where otherwise specified in the Order Form) a plan for improving the provision of the Services and/or reducing the Charges/Framework Prices (without adversely affecting the performance of this Contract) ("**Continuous Improvement Plan**") for the Relevant Authority's approval. The Continuous Improvement Plan must include, as a minimum, proposals to:
 - 1.4.1 work towards supporting the Relevant Authority meet its carbon reduction targets; and
 - 1.4.2 identify the emergence of relevant new and evolving technologies; and
 - 1.4.3 measure and reduce the sustainability impacts of the Supplier's operations and supply-chains relating to the Services, and identifying opportunities to assist the Relevant Authority in meeting its sustainability objectives.
- 1.5 The initial Continuous Improvement Plan may be requested by the Relevant Authority during the first (1st) Contract Year and where applicable, shall be submitted by the Supplier to the Relevant Authority for approval within three (3) Months of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 1.6 The Relevant Authority reserves the right to request the initial Continuous Improvement Plan at any time during the Contract Period which may be after the first (1st) Contract Year, where it is deemed to be beneficial.
- 1.7 The Relevant Authority 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.
- 1.8 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.
- 1.9 If the Relevant Authority 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 DHSC.
- 1.10 Once the first Continuous Improvement Plan has been approved in accordance with Paragraph 1.7:

Joint Schedule 11 (Continuous Improvement)

- 1.10.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 1.10.2 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.
- 1.11 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first Continuous Improvement Plan has been approved) in accordance with the procedure and timescales set out in Paragraph 1.4.
- 1.12 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.
- 1.13 Should the Supplier's costs in providing the Services to the Relevant Authority be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Relevant Authority by way of a consequential and immediate reduction in the Charges for the Services.