

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: 704401456- Provision of an Organisational Safety Assessment (OSA) for the RAF Professions Programme

THE BUYER:
BUYER ADDRESS Ministry of Defence – Royal Air Force
Air Commercial
Flowerdown Hall
RAF Cosford
Wolverhampton
WV7 3EX

THE SUPPLIER: Frazer-Nash Consultancy Ltd

SUPPLIER ADDRESS: Hill Park Court, Springfield Drive,
Leatherhead,
KT22 7NL

REGISTRATION NUMBER: 2562870

DUNS NUMBER: 764367660

SID4GOV ID:

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 16th June 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of an Organisational Safety Assessment (OSA) for the RAF Professions Programme.

CALL-OFF LOT(S):

Lot 3: Complex & Transformation.

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms
 5. Joint Schedule 5 (Corporate Social Responsibility)
 6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not 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

None

Call-off start date: 4th July 2023

Call-off expiry date: 3rd January 2025

Call-off initial period: 18 Months

CALL-OFF OPTIONAL EXTENSION PERIOD

Not Applicable

Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification)

Security

Part A (Short Form Requirements) apply.

Maximum liability

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

The Estimated Year 1 Charges used to calculate liability in the first contract year are:
£124,500.00

Call-off charges

See details in Call-Off Schedule 5 (Pricing Details)

Reimbursable expenses

None.

Payment method

Purchase Orders, invoices and receipts will be processed via the MOD e-payment platform CP&F in conjunction with Exostar.

Buyer's invoice address

Sqn Ldr Adam Eaton

adam.eaton103@mod.gov.uk

Professions Programme, Hurricane Block, Air Command, RAF High Wycombe, Naphill, Bucks, HP14 4UE

FINANCIAL TRANSPARENCY OBJECTIVES

Not Applicable.

Buyer's authorised representative

Karen Wiley

Air-Comrcl Proc Snr Off 5

Karen.wiley895@mod.gov.uk

Air Commercial, Flowerdown Hall, RAF Cosford, Wolverhampton, WV7 3EX

Buyer's security policy

Suppliers must adhere to the National Cyber Security Centre's 14 Cloud Principles as these apply to the contract.

[The cloud security principles - NCSC.GOV.UK](https://www.ncsc.gov.uk/14-cloud-principles)

JSP 604 - Defence Networks Governance

<https://www.gov.uk/government/publications/joint-service-publication-jsp-604-network-rules>

Supplier's authorised representative

Jim Slater

Senior Business Manager Defence Aerospace

j.slater@fnc.co.uk

Frazer-Nash Consultancy

Narrow Quay House

2 Prince Street

Bristol

Supplier's contract manager

Jim Slater

Senior Business Manager Defence Aerospace

j.slater@fnc.co.uk

Frazer-Nash Consultancy

Narrow Quay House

2 Prince Street

Bristol

BS1 4BA

Progress report frequency

Monthly progress meetings are required- as per SOR reference 9.1.

Progress meeting frequency

Monthly progress meetings are required- as per SOR reference 9.1.

Key staff

James McLeod

Project Technical Lead

j.mcleod1@fnc.co.uk

Frazer-Nash Consultancy

Suite 2d

Mey House

Bridport Road

Dorchester

DT1 3QY

Key subcontractor(s)

N/A

Commercially sensitive information

Not Applicable.

Service credits

Not Applicable.

Additional insurances

Not Applicable.

Guarantee

Not Applicable.

Buyer's environmental and social value policy

Not Applicable.

Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:

Signature: REDACTED

Name: Jim Slater

Role: Senior Business Manager Defence Aerospace

Date: 20/06/2023

For and on behalf of the Buyer:

Signature: REDACTED

Name: Karen Wiley

Role: Air Comrcl Proc Snr Off 5

Date: 16 June 2023

Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
 - 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;
 - 1.3.13 any reference in a Contract which immediately before Exit Day is a reference

to (as it has effect from time to time):

- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

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

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

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

" Achieve "	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
" Additional Insurances "	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
" Admin Fee "	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
" 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 Buyer and " Approve " and " Approved " shall be construed accordingly;
" Audit "	the Relevant Authority's right to: <ul style="list-style-type: none">a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including

	<p>proposed or actual variations to them in accordance with the Contract);</p> <p>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 Deliverables;</p> <p>c) verify the Open Book Data;</p> <p>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</p> <p>e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</p> <p>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 Deliverables;</p> <p>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;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>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;</p> <p>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;</p> <p>k) verify the accuracy and completeness of any:</p> <p>(i) Management Information delivered or required by the Framework Contract; or</p> <p>(ii) Financial Report and compliance with Financial Transparency Objectives as specified by the Buyer in the Order Form;</p>
"Auditor"	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p>

	<p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Authority"	CCS 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 this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional"	such period or periods beyond which the Call-Off Initial Period may

"Extension Period"	be extended as specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	<p>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:</p> <ul style="list-style-type: none"> 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 Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which

	the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: e) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:

	<ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) workplace accommodation; viii) workplace IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; <p>f) 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;</p> <p>g) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>h) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> i) Overhead; j) financing or similar costs; k) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise; l) taxation; m) fines and penalties; n) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and o) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection"	an assessment by the Controller of the impact of the envisaged

Impact Assessment"	Processing on the protection of Personal Data;
"Data Protection Legislation"	the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);

"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <ul style="list-style-type: none"> 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 Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employment"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any

"Regulations"	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 Relevant Authority under Clause 10.1.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;

"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2: i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Exempt Buyer"	a public sector purchaser that is: a) eligible to use the Framework Contract; and b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);

	<p>v) the Remedies Directive (2007/66/EC);</p> <p>vi) Directive 2014/23/EU of the European Parliament and Council;</p> <p>vii) Directive 2014/24/EU of the European Parliament and Council;</p> <p>viii) Directive 2014/25/EU of the European Parliament and Council; or</p> <p>ix) Directive 2009/81/EC of the European Parliament and Council;</p>
"Exempt Call-off Contract"	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
"Exempt Procurement Amendments"	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;

"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"Financial Reports"	<p>a report by the Supplier to the Buyer that:</p> <p>(a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;</p> <p>(b) provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);</p> <p>(c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start</p>

	<p>Date for the purposes of the Contract; and</p> <p>(d) is certified by the Supplier's Chief Financial Officer or Director of Finance;</p>
"Financial Representative"	<p>a reasonably skilled and experienced member of the Supplier Staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the records and accounts of everything to do with the Contract (as referred to in Clause 6), Financial Reports and Open Book Data;</p>
"Financial Transparency Objectives"	<p>(a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and Supplier Profit Margin so that it can understand any payment sought by the Supplier;</p> <p>(b) the Parties being able to understand Costs forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;</p> <p>(c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;</p> <p>(d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;</p> <p>(e) the Parties challenging each other with ideas for efficiency and improvements; and</p> <p>(f) enabling the Buyer to demonstrate that it is achieving value for money for the taxpayer relative to current market prices;</p>
"FOIA"	<p>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;</p>
"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from</p>

	<p>performing its obligations under a Contract and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the Affected Party, including:</p> <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of a Central Government Body, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, <p>but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further"	the further competition procedure described in Framework

"Competition Procedure"	Schedule 7 (Call-Off Award Procedure);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	<p>e) the legislation in Part 5 of the Finance Act 2013 and; and</p> <p>f) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"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"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	standards, practises, 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"	<p>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:</p> <p>i) are supplied to the Supplier by or on behalf of the Authority; or</p> <p>ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;</p>
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"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"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables 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 practises 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 provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <ul style="list-style-type: none"> (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits

	<p>inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect</p>
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	equivalent or similar to any of the events mentioned above;
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>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;</p> <p>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</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same 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 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p>

	<p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>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,</p> <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	<p>means when an MI report:</p> <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or

	c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	<p>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</p> <p>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;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	<p>where:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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;

<p>"Open Book Data"</p>	<p>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:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> iii) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; iv) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; v) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and vi) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Framework Contract 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; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period;
<p>"Order"</p>	<p>means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;</p>
<p>"Order Form"</p>	<p>a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;</p>

"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"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 GDPR;
"Processor"	has the meaning given to it in the 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;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;

“Progress Report”	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
“Progress Report Frequency”	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
“Prohibited Acts”	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <p>vii) induce that person to perform improperly a relevant function or activity; or</p> <p>viii) reward that person for improper performance of a relevant function or activity;</p> <p>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</p> <p>c) committing any offence:</p> <p>ix) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>x) under legislation or common law concerning fraudulent acts; or</p> <p>xi) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>d) 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;</p>
“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
“Recall”	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification"	a) the Supplier's plan (or revised plan) to rectify it's breach

Plan"	<p>using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <ul style="list-style-type: none"> b) full details of the Default that has occurred, including a root cause analysis; c) the actual or anticipated effect of the Default; and d) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agreed in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<ul style="list-style-type: none"> 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

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

"Office"	replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where any part of the Deliverables provided falls within Call-Off Schedule 6 (ICT 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 Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: <ul style="list-style-type: none"> 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

	<p>and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</p> <p>b) standards detailed in the specification in Schedule 1 (Specification);</p> <p>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>d) relevant Government codes of practice and guidance applicable from time to time;</p>
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <p>a) provides the Deliverables (or any part of them);</p> <p>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	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-

	<p>How, and/or personnel of the Supplier;</p> <p>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;</p> <p>c) Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>c) comply with an obligation under a Contract;</p>
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in

	the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: <ul style="list-style-type: none"> a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"Variation"	any change to a Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;

"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
"Work Day"	8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contact Details		
This variation is between:	[delete as applicable: CCS / Buyer] ("CCS" "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: Framework Contract reference/Call-Off Contract reference]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: 1. [CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

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

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

Signature	
Date	
Name (in Capitals)	
Address	

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

Signature	
Date	
Name (in Capitals)	
Address	

Joint Schedule 3 (Insurance Requirements)

4. The insurance you need to have

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. the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 2. the Call-Off Contract Effective Date in respect of the Additional Insurances.
2. The Insurances shall be:
 1. maintained in accordance with Good Industry Practice;
 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;
 3. taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 4. maintained for at least six (6) years after the End Date.
3. The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

5. How to manage the insurance

1. Without limiting the other provisions of this Contract, the Supplier shall:
 1. take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 2. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

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.

6. What happens if you aren't insured

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.
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.

7. Evidence of insurance you must provide

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.

8. Making sure you are insured to the required amount

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.

9. Cancelled Insurance

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.
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.

10. Insurance claims

1. The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
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 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. relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
3. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
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. professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
 - 1.2. public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000); and
 - 1.3. 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).
 - 1.4. Product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000)

Joint Schedule 4 (Commercially Sensitive Information)

11. What is the Commercially Sensitive Information?

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

No.	Date	Item(s)	Duration of Confidentiality
N/A	N/A	N/A	N/A

Joint Schedule 5 (Corporate Social Responsibility)

12. What we expect from our Suppliers

1. In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government. (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
2. CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
3. The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

13. Equality and Accessibility

1. In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 1. eliminate discrimination, harassment or victimisation of any kind; and
 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.

14. 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.

1. The Supplier:
 1. shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

2. shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
3. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
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.
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.
6. shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
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;
8. shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
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;
10. shall not use or allow child or slave labour to be used by its Subcontractors;
11. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

15. Income Security

1. The Supplier shall:
 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;

2. ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
3. All workers 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. not make deductions from wages:
 1. as a disciplinary measure
 2. except where permitted by law; or
 3. without expressed permission of the worker concerned;
5. record all disciplinary measures taken against Supplier Staff; and
6. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

16. Working Hours

1. The Supplier shall:
 1. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
 2. that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
 3. ensure that use of overtime used responsibly, taking into account:
 1. the extent;
 2. frequency; and
 3. hours worked;

by individuals and by the Supplier Staff as a whole;
2. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met: below.

3. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 1. this is allowed by national law;
 2. this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;appropriate safeguards are taken to protect the workers' health and safety; and
 3. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

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

17. Sustainability

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

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

Joint Schedule 6 (Key Subcontractors)

18. Restrictions on certain Subcontractors

1. The Supplier is entitled to Sub Contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
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.
3. Where during the Contract Period the Supplier wishes to enter into a new Key Sub Contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer by completing and submitting a Variation Form as set out in Joint Schedule 2 (Variation Form) and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 20 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 1. the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 2. the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 3. the proposed Key Subcontractor employs unfit persons.
4. The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 1. the proposed Key Subcontractor's name, registered office and company registration number;
 2. the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 3. where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub Contract has been agreed on "arm's length" terms;

4. for CCS, the Key Sub Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
5. for the Buyer, the Key Sub Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
6. (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Difficulties)) of the Key Subcontractor.

Joint Schedule 10 (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 [CCS/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 [CCS/Buyer]			

Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

5. The only processing that the Processor is authorised to do is listed in this Joint Schedule 11 by the Controller and may not be determined by the Processor.
6. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
7. 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:
 19. a systematic description of the envisaged processing operations and the purpose of the processing;
 20. an assessment of the necessity and proportionality of the processing operations in relation to the Deliverables;
 21. an assessment of the risks to the rights and freedoms of Data Subjects; and
 22. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
1. The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
 23. process that Personal Data only in accordance with this Joint Schedule 11 (Processing Data) unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 24. ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 1. nature of the data to be protected;
 2. harm that might result from a Data Loss Event;
 3. state of technological development; and
 4. cost of implementing any measures;
5. ensure that:
 1. the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular this Joint Schedule 11 (Processing Data));

2. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 1. are aware of and comply with the Processor's duties under this clause;
 2. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 4. have undergone adequate training in the use, care, protection and handling of Personal Data; and
 3. not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 1. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 2. the Data Subject has enforceable rights and effective legal remedies;
 3. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 4. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
 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.
1. Subject to paragraph 1.6, the Processor shall notify the Controller immediately if it:
 2. receives a Data Subject Request (or purported Data Subject Request);
 3. receives a request to rectify, block or erase any Personal Data;
 4. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

5. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 6. 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
 7. becomes aware of a Data Loss Event.
8. The Processor's obligation to notify under paragraph 1.5 shall include the provision of further information to the Controller in phases, as details become available.
9. Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
1. the Controller with full details and copies of the complaint, communication or request;
 2. such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 3. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 4. assistance as requested by the Controller following any Data Loss Event;
 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.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
11. the Controller determines that the processing is not occasional;
 12. the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 13. the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
14. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

15. Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
16. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
 1. notify the Controller in writing of the intended Sub-processor and processing;
 2. obtain the written consent of the Controller;
 3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this Joint Schedule 11 (Processing Data) such that they apply to the Sub-processor; and
 4. provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
1. The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
2. The Controller may, at any time on not less than 30 Working Days' notice, revise this clause 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 this Contract).
3. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
4. Where the Parties include two or more Joint Controllers as identified in in this Joint Schedule 11 (Processing Data) (in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Annex 2 in replacement of paragraphs 1.1-1.14 for the Personal Data under Joint Control.

Annex 1: a) Authorised Processing Template

Contract:	MCF3 (RM6187)- 704401456
Date:	TBC
Description Of Authorised Processing	The delivery and execution of the requirement.

Identity of the Controller and Processor	<p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Although there is an expectation that no personal data will be required to be shared as part of the contract, should it be necessary it would be, at most:</p> <p>Name Service (Staff) Number Current Role Current Role Address/Location</p>
Subject matter of the processing	The delivery and execution of the requirement.
Duration of the processing	Duration of processing will be the length of the contract.
Nature and purposes of the processing	The nature and purpose of processing this data is to allow the contractor to collect, process and store information either generated by the contract or provided by the Ministry of Defence. This information will allow the contract to establish POC when undertaking execution of the requirement.
Type of Personal Data	<p>Name Service (Staff) Number Current Role Current Role Address/Location</p>
Categories of Data Subject	Military Personnel / Civil Servants
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Personal data may only be processed on contractor information systems for during the contract and is to be deleted (including from any Recycle Bin, system backup or equivalent) at the end of the contract.

Call-Off Schedule 4 (Call-Off Tender)

N/A

Call-Off Schedule 5 (Pricing Details)

REDACTED

Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1 -

[illegible]

RM3808 Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

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

"Breach of Security" the occurrence of:

2. any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
3. the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;

"Security Management Plan" the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

4. Complying with security requirements and updates to them

1. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
2. The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
3. Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

4. If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
5. Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

5. Security Standards

1. The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
2. The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 1. is in accordance with the Law and this Contract;
 2. as a minimum demonstrates Good Industry Practice;
 3. meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
3. where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
4. The references to standards, guidance and policies contained or set out in Paragraph The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which: shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
5. In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

6. Security Management Plan

1. Introduction

1. The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

2. Content of the Security Management Plan

1. The Security Management Plan shall:

1. comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
2. identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
3. detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
4. be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
5. set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
6. set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
7. be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

3. Development of the Security Management Plan

1. Within twenty (20) Working Days after the Start Date and in accordance with Paragraph **Amendment of the Security Management Plan**, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

2. If the Security Management Plan submitted to the Buyer in accordance with Paragraph Within twenty (20) Working Days after the Start Date and in accordance with Paragraph **Amendment of the Security Management Plan**, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan., or any subsequent revision to it in accordance with Paragraph **Amendment of the Security Management Plan**, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
3. The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph **Error! Not a valid bookmark self-reference.** However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph **Content of the Security Management Plan** shall be deemed to be reasonable.
4. Approval by the Buyer of the Security Management Plan pursuant to Paragraph If the Security Management Plan submitted to the Buyer in accordance with Paragraph Within twenty (20) Working Days after the Start Date and in accordance with Paragraph **Amendment of the Security Management Plan**, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan., or any subsequent revision to it in accordance with Paragraph **Amendment of the Security Management Plan**, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure. or of any change to the Security Management Plan in accordance with Paragraph **Amendment of the**

Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

4. Amendment of the Security Management Plan

1. The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 1. emerging changes in Good Industry Practice;
 2. any change or proposed change to the Deliverables and/or associated processes;
 3. where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 4. any new perceived or changed security threats; and
 5. any reasonable change in requirements requested by the Buyer.
2. The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
 1. suggested improvements to the effectiveness of the Security Management Plan;
 2. updates to the risk assessments; and
 3. suggested improvements in measuring the effectiveness of controls.
3. Subject to Paragraph The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment., any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
4. The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

7. Security breach

1. Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
2. Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security., the Supplier shall:
 1. immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
 1. minimise the extent of actual or potential harm caused by any Breach of Security;
 2. remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 3. prevent an equivalent breach in the future exploiting the same cause failure; and
 4. as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
3. In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Call-Off Schedule 17 (MOD Terms)

1 Definitions

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

"MOD Terms and Conditions" the terms and conditions listed in this Schedule;

"MOD Site" shall include any of Her Majesty's Ships or Vessels and Service Stations;

"Officer in charge" shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;

2 Access to MOD sites

- 2.1 The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.
- 2.2 The Supplier's representatives, when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board a ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
- 2.3 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible, give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier

from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.

- 2.4 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas, which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence , or by the Officer in charge and, where so provided, shall be free of charge.
- 2.5 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 2.6 Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 2.7 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 2.8 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier

3 **DEFCONS and DEFFORMS**

- 3.1 The DEFCONS and DEFFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.
- 3.2 Where a DEFCON or DEFORM is updated or replaced, the reference shall be taken as referring to the updated or replacement DEFCON or DEFFORM from time to time.
- 3.3 In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONS and DEFFORMS shall prevail.

4 **Authorisation by the Crown for use of third party intellectual property rights**

- 4.1 Notwithstanding any other provisions of the Call Off Contract and for the avoidance of doubt, award of the Call Off Contract by the Buyer and placement of any contract task under it 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 such authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

ANNEX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>.

The following MOD DEFCONS and DEFFORMs form part of this contract:

DEFCONS

DEFCON No	Version	Description
5J	18/11/16	Unique Identifiers
76	11/22	Contractors Personnel at Government Establishments
501	10/21	Definitions and Interpretations
503	06/22	Formal Amendments to Contract
513	04/22	Value Added Tax (VAT) and Other Taxes
514	08/15	Material Breach
515	06/21	Bankruptcy and Insolvency
516	04/12	Equality

522	11/21	Payment and Recovery of Sums Due
530	12/14	Dispute Resolution (English Law)
531	09/21	Disclosure of Information
532A	05/22	Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
534	06/21	Subcontracting and Prompt Payment
537	12/21	Rights of Third Parties
538	06/02	Severability
539	01/22	Transparency
550	02/14	Child Labour and Employment Law
566	10/20	Change of Control of Contractor
602B	12/06	Quality Assurance Without Quality Plan
630	02/18	Framework Agreements
642	07/21	Progress Meetings
647	05/21	Financial Management Information
649	12/21	Vesting
656A	08/16	Termination for Convenience – under £5M
658	10/22	Cyber
659A	09/21	Security Measures
660	12/15	Official-Sensitive Security Requirements
670	02/17	Tax Compliance
703	06/21	Intellectual Property Rights

DEFFORMs (Ministry of Defence Forms)

DEFFORM No	Version	Description

Call-Off Schedule 20 (Call-Off Specification)

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

1. OVERVIEW OF THE AUTHORITY

- 1.1 Royal Air Force (RAF) defends the skies of Britain and projects Britain's power and influence across the world. Further information on the RAF is available at <https://www.raf.mod.uk/>.

2. BACKGROUND TO THE REQUIREMENT

- 2.1 The RAF's workforce model stems from 1945 and requires significant change. The current model segregates officers from other ranks using 'branches' for officers and 'trades' for other ranks. The term 'trade' fails to represent the specialised and sophisticated tasks that other ranks now conduct. The current segregation into 68 Branches & Trades prevents individuals from moving to different but technically similar roles without 're-mustering'. The restrictive nature of these employment fields denies organisational agility. In sum, the existing model was designed for a different era and prevents the organisation from meeting the future demands of the Next Gen Royal Air Force.
- 2.2 The RAF's Professions Programme will modernise workforce structures through developments to Strategic Human Resource (Strat HR), training and career management to deliver enhanced workforce agility and flexibility, reduced training costs, improved skills recognition, reduced recruiting costs and greater effectiveness. The new Professions will be broader groupings of cognitively similar skills and will have greater relevance pan-Defence, to civilian structures, and will align to the workforce requirements of the Next Gen Royal Air Force.

3. REQUIREMENT

- 3.1 The requirement is for the Provision of an Organisational Safety Assessment (OSA) of the Professions Programme, to ensure that the impact of the proposed changes are understood and quantified from a Health, Safety & Environmental Protection (HS&EP) perspective.

4. SCOPE OF REQUIREMENT

- 4.1 The requirement is in two parts:
 - 4.1.1 To recommend the scope of a subsequent OSA necessary to meet the requirements of DSA01.2, Chapter 7¹ and undertake baselining activity.
 - 4.1.2 Then to complete the OSA assessment and draft an OSA submission that details the actions recommended to mitigate any identified risks,

¹ The requirement is underpinned by DSA01.2 but will be subject to replacement during the life of the contract by JSP 815 and JSP 375, Vol 1, Chap 35.

with risks to be absorbed into the existing Programme risk management process.

- 4.2 The level 1 Programme Plan and mapping of existing Branches and Trades are listed in Annexes A and B below. The transition of Branches and Trades into a Professions structure is conditions based with the full conditions set out at Annex C for completeness noting that most conditions will not relate to safety. The following will apply:

4.2.1 Each Profession is progressing independently, leading its own project to deliver the required changes. There are 3 projects common to all Professions delivering organisation wide change. These are:

4.2.1.1 Strat HR.

4.2.1.2 Training.

4.2.1.3 Career Management.

4.2.2 All Branches and Trades or Professions and Specialisations² are within scope. The baseline may conclude that there are no safety implications associated with some Professions and where this is the case they may be discounted from further analysis, but evidence to support any such conclusion will be required.

4.2.3 Information relating to the plans, progress and decisions of each element of the Programme will be provided to the Contractor as required.

4.2.4 An OSA is conducted in 6 phases³. This requirement is to complete phases 1 to 4 only.

- 4.3 The Contractor's personnel will not require access to MOD's intranet system and will not be supplied with MOD IT equipment. The Contractor will be required to equip their personnel with the IT infrastructure necessary to meet the performance of this requirement.

5. ORGANISATIONAL SAFETY ASSESSMENT (OSA)

- 5.1 **OSA Format.** An OSA is a form of risk assessment that allows the Senior Responsible Owner (SRO) to assess the impact of an organisational change on existing standards of HS&EP, within both the organisation and on other affected organisations, and any costs that might arise to provide mitigation where these

² The distinction between Branches/Trades and Professions/specialisations reflects the current state of the programme. Branches/Trades refers to the organisation design prior to a Profession graduating. The new organisation design will consist of Professions that may be divided into specialisations. Aircrew, Chaplaincy, Legal, Medical Services and People Operations 'graduated' from the programme in Apr 22 and are now recognised as Professions within the RAF's organisation design.

³ JSP 815 – Defence Safety Management System, Part 2 Guidance.

standards are degraded. As with all risk assessments, the OSA should be undertaken before the organisational change is implemented. The OSA should be proportional to the potential impact of the proposed organisational change.

- 5.2 **Phase 1: OSA initiation and declaration.** The SRO has decided that an OSA is required as the programme involves a major re-organisation of staff and the re-alignment of senior management responsibilities.

- 5.3 **Phase 2: OSA baseline.** The baseline should establish and understand the degree of pre-change HS&EP compliance. This will enable the impacts of the proposed changes to be assessed. The baseline can comprise any relevant information, metrics or data that provide a measure of the effectiveness of the pre-change management arrangements. This can include core elements of a HS&EP Management System to assist in identifying potential impacts of change and relevant performance standards and metrics against each element, and any safety maturity assessment, providing that it is evidence-based. Collectively, these sources of measurable data will provide a composite baseline, which, when collated provide a clear and readily understandable assessment of the existing level of HS&EP compliance. Importantly, the information, data or metrics used to describe the baseline should be sensitive or responsive to the type of organisational change. The DSA will require visibility of the proposed baseline before the assessment is conducted. This will allow the impartial advice to be given on whether the baseline provides an effective measure of pre-change HS&EP, if the selected metrics are sensitive to the impacts of the organisational change and allow DSA to raise any areas of concern.

- 5.4 **Phase 3: OSA assessment.** Having established an effective baseline, the change-sensitive metrics should ensure an objective assessment of the impact of the proposed organisational change on the pre-change levels of HS&EP. The overall assessment should provide the SRO with an understanding of the potential impact of the proposed organisational change. Importantly, this assessment should inform the choice and costs of mitigations required to address any HS&EP impacts. DSA will advise on the adequacy of the assessment of the impacts on pre-change HS&EP and any proposed mitigations of these impacts before the OSA proceeds. Where mitigations are required these are to be described and costed fully. If conducted correctly, and as an integral part of the change process, the OSA will add value in ensuring that the full costs of change are captured, and the pre-change HS&EP is not degraded or have reputational or operational consequences. Importantly, the assessment of the impacts of the proposed changes should also consider impacts on both the organisation's own standards of HS&EP but also those of other organisations that might be affected by the proposed change programme.

- 5.5 **Phase 4: OSA submission.** The mitigating actions plan and associated costs described by the OSA will form part of any subsequent main gate business case (or similar) or investment appraisal (IA) approval. This will ensure that implications of the proposed change programme on HS&EP and the associated costs of any mitigation are fully considered before approval is given for the implementation phase. As a result, the OSA should describe the arrangements that will put in place for assuring that any impacts on the HS&EP baseline are fully mitigated

during the implementation of the change programme. The DSA should be provided with a copy of the full OSA.

- 5.6 **Phase 5: OSA implementation.** (Not to be delivered under this contract). On approval for the change programme to proceed, the SRO will provide assurance that any impacts on the HS&EP baseline are fully mitigated during implementation.
- 5.7 **Phase 6: OSA Review.** (Not to be delivered under this contract). The OSA should be subject to continual review from programme initiation through to Full Operational Capability (FOC) to ensure that new or emerging risks are captured and assessed and existing identified risks are all effectively managed and performance measured against the baseline.

6. BASE LOCATION

- 6.1 The Contractor will be required to attend, on average, twice a week at RAF High Wycombe, and upon the request of Designated Officer.
- 6.2 RAF High Wycombe is in Walters Ash, Buckinghamshire, HP14 4UE. Access to the No1 Site where HQ Air Command is located will need to be arranged in advance of any visit to the Programme Team.
- 6.3 All Contractor personnel are to be in possession of a valid ID from their Company and/or a valid passport or appropriate documentation to verify their identity and must be booked into HQ Air Command in advance of their visit by a member of the Professions Team staff. Vehicles will not be permitted access but there is adequate parking available outside. Travel to other MOD sites is unlikely to be required, but if deemed necessary will require preapproval from the Professions Team.
- 6.4 The work may be conducted remotely, where appropriate. Access to the Programme Team and Professions Advisor Teams should be possible using Microsoft Teams or Skype.
- 6.5 At the request of the Programme Team staff, the Contractor will be required to attend RAF Coningsby (minimum of two working days) & RAF Brize Norton (minimum of four working days) across Contract Lifetime. Arranged as necessary with the Programme Team staff.
- 6.6 RAF Coningsby is in Coningsby, Lincolnshire, LN4 4TG. RAF Brize Norton is in Carterton, Oxfordshire, OX18 3LX.
- 6.7 Travel to other MOD sites is not anticipated to occur frequently, however the Contractor should be prepared to travel in completion of the OSA. There will be no separate Travel & Subsistence budget, and the Contractor must consider the cost implications in their quoted price.
- 6.8 Access to sites can be arranged as necessary with the Programme Team staff.

7. REFERENCES

- 7.1 In addition to the references detailed in the Terms and Conditions of the Contract the following references shall also apply as well as any subsequent revisions and amendments to the references. This list does not absolve the Contractor from conforming to any other relevant publications.

Reference	Version	Source
Implementation of defence policy for health, safety and environmental protection (DSA01.2)		https://www.gov.uk/government/publications/implementation-of-defence-policy-for-health-safety-and-environmental-protection-dsa-012 Note DSA01.2 will be subject to replacement by JSP 815 during the life of this contract.
Data Protection Act 2018	2018 c.12	http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted
JSP 375 Management of Health and Safety in Defence	Oct 2020 V1.2	https://www.gov.uk/government/collections/jsp-375-health-and-safety-handbook
Government Security Classifications		https://www.gov.uk/government/publications/government-security-classifications

8. KEY MILESTONES AND DELIVERABLES

- 8.1 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
#1	<p>Provide an OSA baseline report for the RAF's current workforce structure as per the direction set out in DSA 0.12 Chapter 7 (JSP 815 Part 2).</p> <p>The baseline report is to be reviewed by the DSA in advance of submission to provide advice on effectiveness of any measures used. A staffing period of 2 working weeks by the DSA should be assumed.</p> <p>The Contractor will arrange a presentation of their findings, to be presented to the Professions Programme SRO within 2 working weeks of the submission of the baseline.</p>	<p>The baseline report is to be submitted to the Team Leader, Professions Programme Team within 2 months of the contract award date.</p>

#2	<p>Having established an effective base-line, deliver a report that assesses the impact of the proposed organisational change on the pre-change levels of HS&EP for the Aircrew, Air & Space Operations, Chaplaincy, Cyberspace, Intelligence, Legal, Medical Services and People Operations Professions as per the direction set out in JSP 815 Part 2. This is to quantify the impact of the proposed organisational change.</p> <p>The Contractor is to present their findings to the Professions Programme SRO within 2 working weeks of the submission of the report.</p>	<p>The report should be submitted to the Team Leader Professions Programme Team within 5 months of the contract award date.</p>
#3	<p>Deliver a report that assesses the impact of the proposed organisational change on the pre-change levels of HS&EP for the Engineering, Logistics and Security & Resilience Operations Professions as per the direction set out in JSP 815 Part 2. This is to quantify the impact of the proposed organisational change.</p> <p>The contractor is to present their findings to the Professions Programme SRO within 2 working weeks of the submission of the report.</p>	<p>The report should be submitted to the Team Leader Professions Programme Team within 12 months of the contract award date.</p>

9. MANAGEMENT INFORMATION/REPORTING

- 9.1 The contractor is to provide monthly updates on progress. These are to be presented face to face or via Teams/Skype to key members of the Professions Team and members of the Professions Advisor Teams as appropriate. Where the Professions Team requests that the Contractor deliver the updates in person, the Contractor will be required to attend RAF High Wycombe accordingly. As a minimum these should cover: an overview of the work completed, key findings and deductions and recommendations including next steps.
- 9.2 Written documentation shall adhere to following formatting and language guidelines: the Government style guide (available from: <https://www.gov.uk/guidance/style-guide/a-to-z-of-gov-uk-style>), Digital accessibility (available from: <https://www.gov.uk/government/digital-accessibility>), and the Plain English Campaign (available from: <https://www.plainenglish.co.uk/>).

10. QUALITY

- 10.1 The following Normative Quality Assurance Requirements will apply to this contract:

- 10.1.1 Primary Quality Assurance Standard Requirements: No specific Quality Management System requirements are defined. This does not relieve the Contractor of providing conforming products under this contract.
 - 10.1.2 Quality Plans: No Deliverable Quality Plan is required in accordance with DEFCON 602B 12/06.
 - 10.1.3 Contractors Working Parties: Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 – Quality Assurance Procedural Requirements – Contractor Working Parties.
- 10.2 The following Informative Quality Assurance Standards will apply to this contract:
- 10.2.1 For guidance on the application and interpretation of AQAPs refer to the appropriate AQAP Standards Related Documents (SRD).
 - 10.2.2 Where GQA is performed against this contract it will be in accordance with AQAP 2070 Edition B Version 4.

11. PRICE

- 11.1 Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule. Price are excluding VAT and including all other expenses relating to Contract delivery.

12. STAFF AND CUSTOMER SERVICE

- 12.1 The Contractor shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 12.2 The Contractor's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard. Staff must have experience and knowledge in conducting an Organisational Safety Assessment for a large organisation.
- 12.3 The Contractor must possess a valid ISO 45001 certification of Occupational Health and Safety. ISO 45001 certification must remain valid (or be re-validated) across Contract lifetime.

13. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 13.1 The Contractor is to ensure that all of their Personnel have Baseline Personnel Security Standard clearance. Without this, the Contractor's Personnel will not be allowed access to MOD facilities. All Contractor's personnel will need to be escorted whilst on MOD Property.
- 13.2 All information related to or generated by this Contract is to be treated in the appropriate manner in accordance with Government Security Classifications. The classification of the material to be handled shall not exceed OFFICIAL-SENSITIVE in nature.
- 13.3 All personal data processed under this Contract is to be treated in accordance with the Data Protection Act 2018.

- 13.4 Further to DEFCON 658, the Cyber Risk Profile of the Contract is Moderate, as defined in Def Stan 05-138.

14. PAYMENT AND INVOICING

- 14.1 Upon award of contract, the successful Contractor will be issued with a RM6187 Order Form. This order form is issued in accordance with the provision of the MCF3 Crown Commercial Framework Agreement RM6187 and forms the contractual agreement between the Authority and successful Contractor.
- 14.2 Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment, the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- 14.3 The Contractor shall supply the Goods and Services specified in the Order Form to the Authority subject to the terms and conditions of the Contract. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 14.4 Where the Authority has determine that the invoice is valid and undisputed, (following satisfactory delivery of pre-agreed certified deliverables), payment will be made via CP&F.
- 14.5 Invoices should be submitted to:

Sqn Ldr Adam Eaton adam.eaton103@mod.gov.uk

Professions Programme, Hurricane Block, Air Command, RAF High Wycombe, Naphill, Bucks, HP14 4UE

15. CONTRACT MANAGEMENT

- 15.1 For the purposes of contract monitoring, representatives of the Contractor will routinely report to the Designated Officer on the performance of the Contract.
- 15.2 The DO is Sqn Ldr A E Eaton. adam.eaton103@mod.gov.uk

Attendance at Contract Review meetings shall be at the Contractor's own expense.

16. DEFINITIONS AND ACRONYMS

Expression or Acronym	Definition
BPSS	Baseline Personnel Security Standard
Contractor's Personal Use	Any use of MOD furnished property, facilities or equipment intended for the primary benefit of the Contractor or the Contractor's Personnel which is contrary to the MOD's interests is considered personal use.

Contractor's Personnel	Any employees, including sub-contractors or other agents working on behalf of the Contractor, shall be deemed the Contractor's Personnel.
CP&F	Contracting, Purchasing and Finance
DO	Designated Officer. The Designated Officer is the MOD representative responsible for the Requirement.
DSA	Defence Safety Authority
FOC	Full Operational Capability
GFA	Government Furnished Assets
HoE	Head of Establishment
HQ	Headquarters
HS&EP	Health, Safety & Environmental Protection
IA	Investment Appraisal
ID	Identification
JSP	Joint Services Publication
MOD	Ministry of Defence
NCM	Nominated Change Manager
Next Gen	Next Generation
NLT	No Later Than
OSA	Organisational Safety Assessment
POC	Point of Contact
RAF	Royal Air Force
RAR	Risk Assessment Reference
SC	Security Check
SoR	Statement of Requirement
SRO	Senior Responsible Officer
Strat HR	Strategic Human Resource
VAT	Value Added Tax

17. CALL-OFF INCORPORATED TERMS

The following documents will be incorporated alongside the core terms (version 3.0.10 v5) and all mandatory schedules into the Call-Off Contract awarded as a result of this ITT

Joint Schedules

- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)

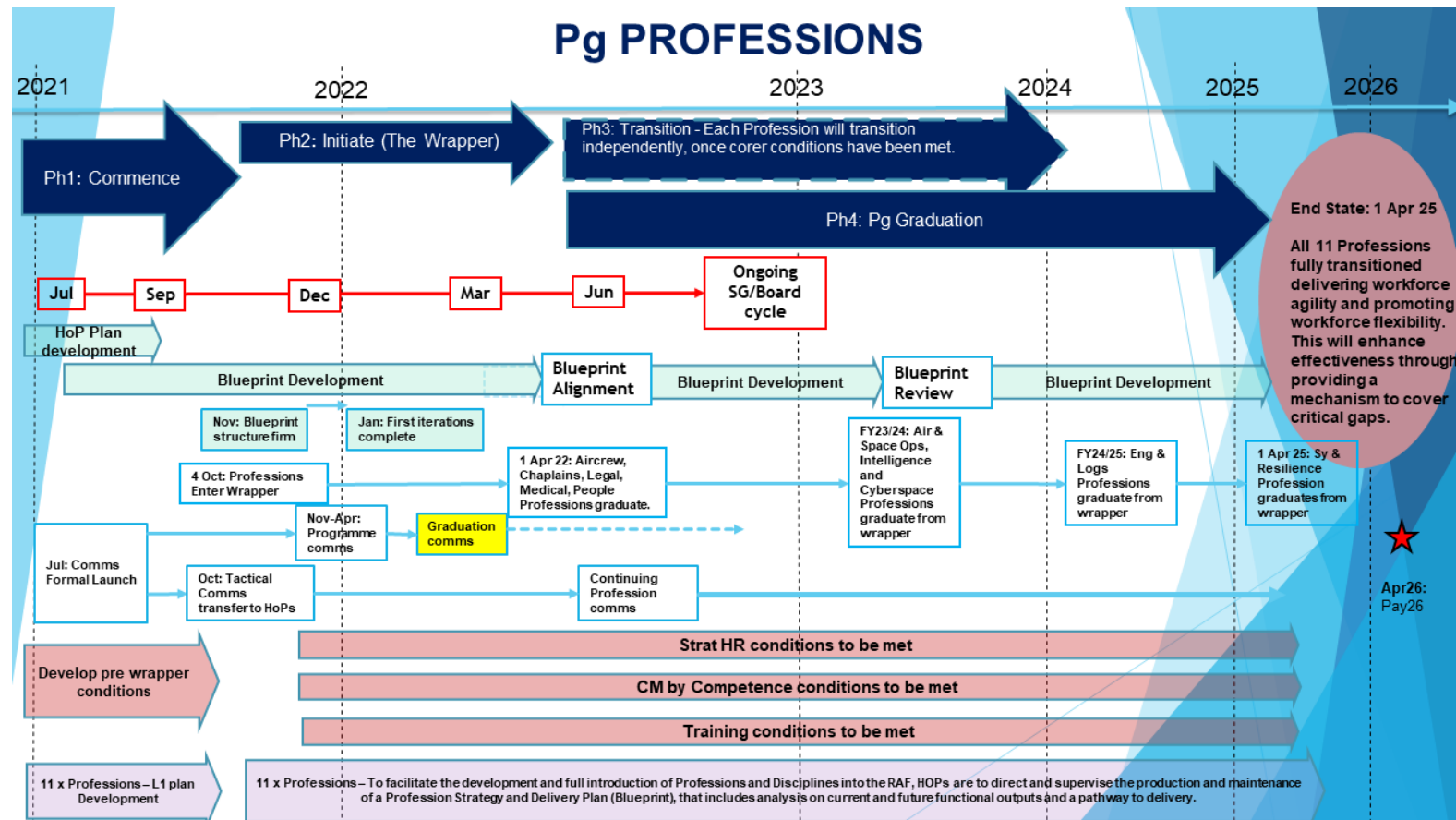
- Joint Schedule 9 (Minimum Standards of Reliability)

Call-Off Schedules

- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 17 (MOD Terms)
- Call-Off Schedule 20 (Call-Off Specification)

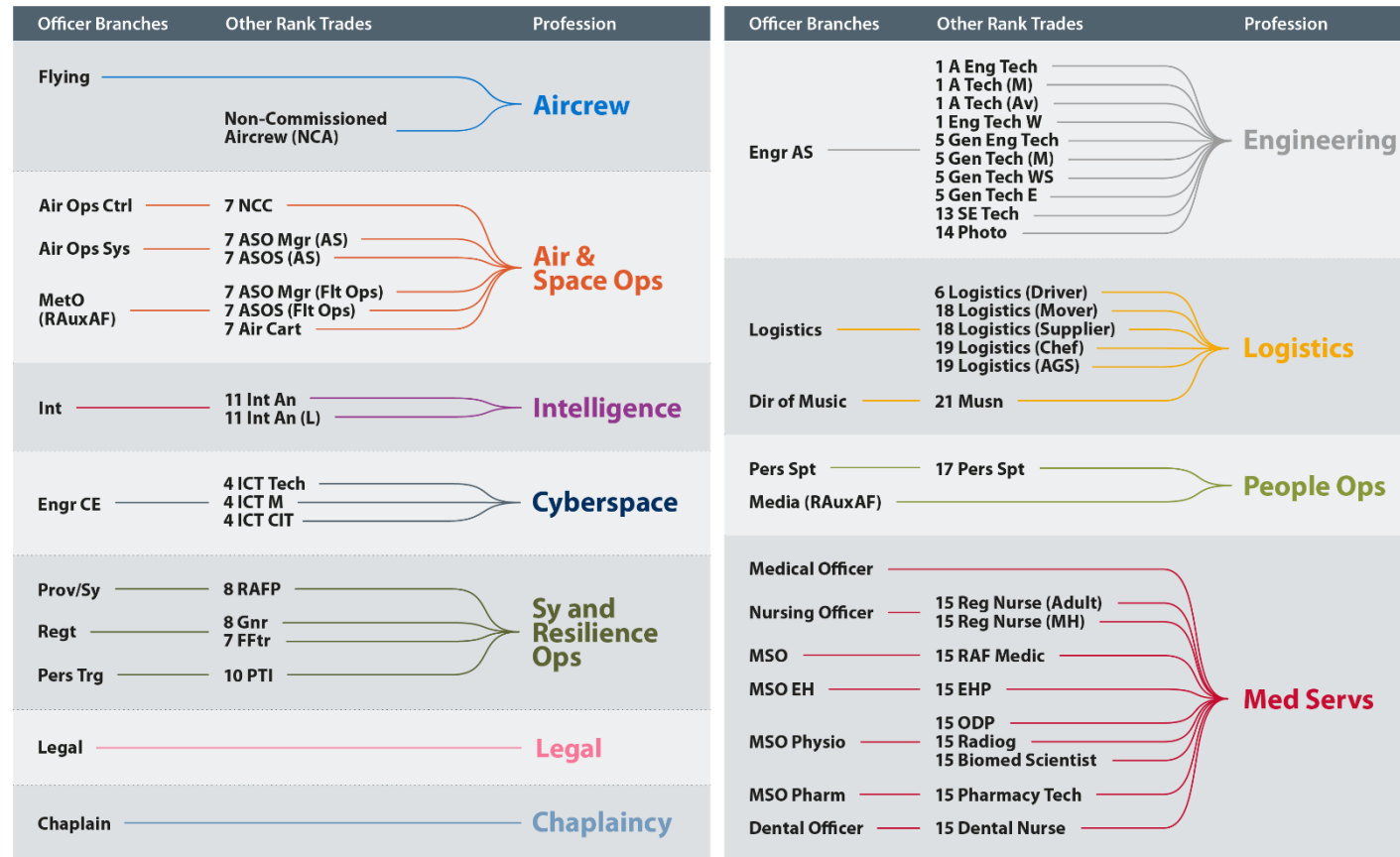
No other Supplier terms will be part of the Call-Off Contract awarded as a result of this ITT.

Annex A Pg PROFESSIONS LEVEL 1 PLAN

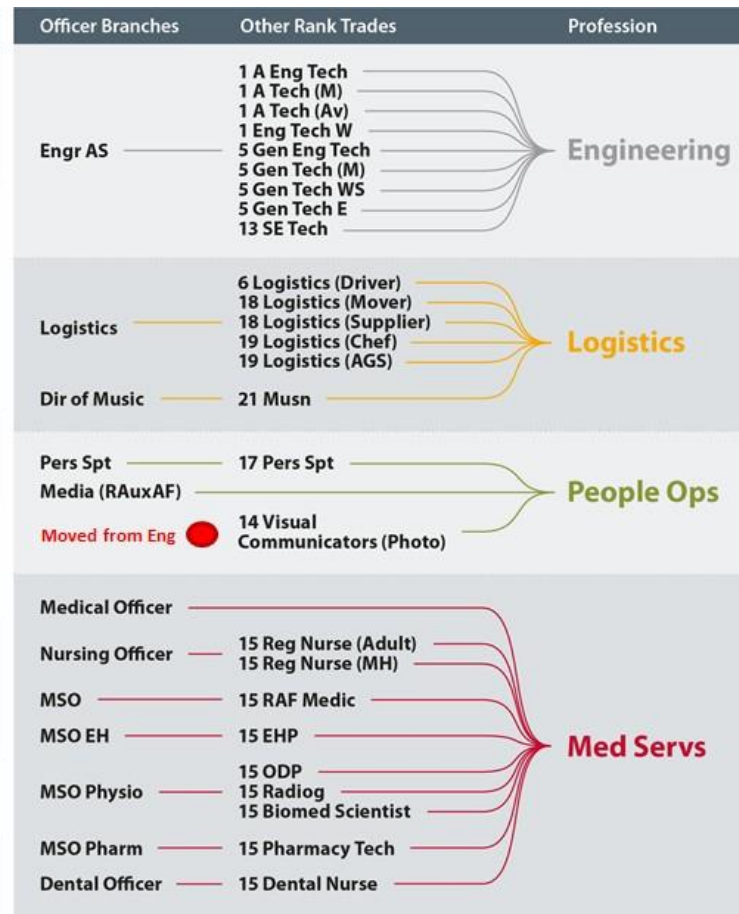
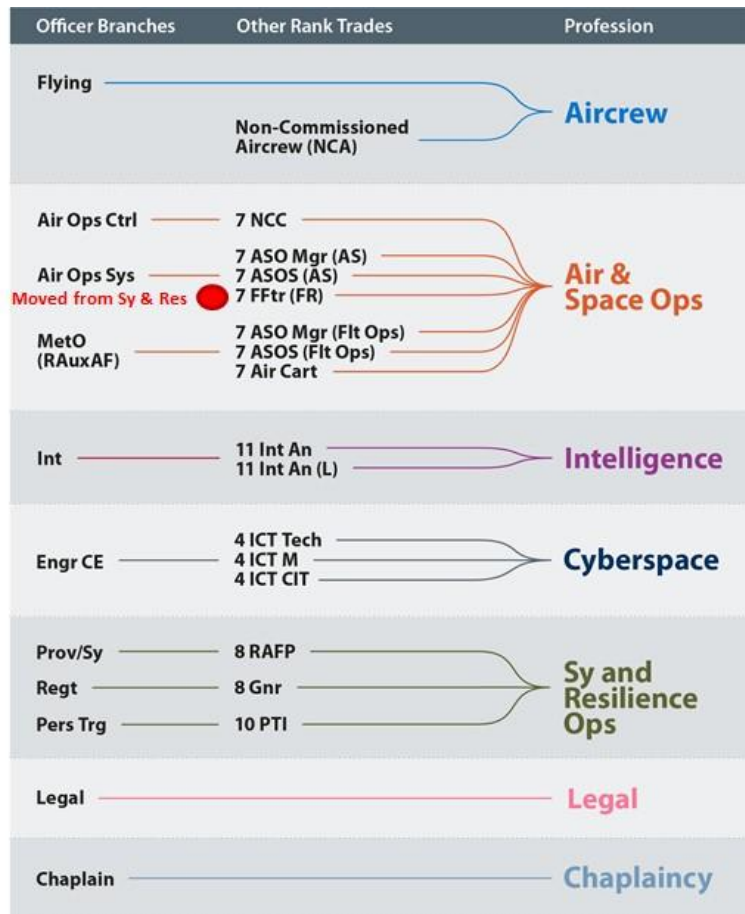


Annex B

CURRENT MAPPING OF BRANCHES AND TRADES TO PROFESSIONS



Approval for a change to the Branch/Trade to Professions mapping is being sought and may be in place before the start of the contract, details of the change are below:



Annex C

CONDITIONS FOR THE CREATION OF A PROFESSION TO REPLACE EXISTING BRANCHES AND TRADES

CONDI- TION FIELD	CONDITION SUB-FIELD	OVERALL LEAD SME STAKE- HOLDER	CONDITION (INCLUDING DETAIL OF ACTIONS REQUIRED AND ACTION OWNER)
HR Policy & Pro- cesses (such as employ- ment pol- icy, recruit- ing, streaming, workforce planning) 1* Lead ACOS Pers Pol	1.1 Employment Policy (Terms of Service)	SO1 Employment Policy	1.1.1 Enabling QR (possibly QR1(5)) introduced.
			1.1.2 AP3393 Vol 1 (Reg OFs) updated.
			1.1.3 AP3376 Vol 1 (Reg ORs) updated.
			1.1.4 AP3392 Vol 7 Part 1 (all Reserves) updated
			1.1.5 Additional, Emp Pol owned TOS related documentation (APs/JSPs/QRs/PAM Air etc) updated as necessary.
	1.2 Governance & Structural Implications	SO1 WI&F Struc- tures	1.2.1 Integrity of structural sustainability understood.
			1.2.2 GAI1058 updated.
			1.2.3 AP3393 Vol 2 updated.
			1.2.4 AP3376 Vol 2 updated.
			1.2.5 RPP processes and data updated.
	1.3 Workforce Re- quirement (WR) & Workforce Resilience and Training Margins (WRTM)	SO1 WR Strat	1.3.1 Front-line able to articulate competences necessary for each role. (i.e. the generation of the Demand).
	1.4 Workforce Estab- lishment Management	SO1 WR Establish- ments / SO1 WI&F	1.4.1 JPANs updated in JPA with wrapper information by DBS including empty and pooled positions.

		Workforce Analytics & Assurance	1.4.2 New professions wrapper terminology available in SLIM pre role out in JPA for ECRs being raised for post September action.
			1.4.3 All RAF JPANs in SLIM updated with wrapper information by SLIM developers.
	1.5 Workforce Forecasting	SO1 WR Forecasting	1.5.1 ITR agreed.
			1.5.2 Promotion quotas agreed.
			1.5.3 Rejoiner/lateral entry quotas agreed.
			1.5.4 Extensions of service planning finalised and agreed.
			1.5.5 Long Term Forecast output
	1.6 SLIM	SO1 WI&F Workforce Analytics & Assurance	1.6.1 SLIM changes to be investigated for overall best option.
			1.6.2 Best option to be added to development schedule with appropriate prioritisation.
			1.6.3 Changes required for the discrepancy reports identified and programmed into the development schedule.
			1.6.4 Impact assessment on downstream Apps that use SLIM as data sources.
			1.6.5 SLIM updated and tested.
			1.6.6 Coherency of SLIM with JPA confirmed.
	1.7 JPA	Professions Dep TL / SO2 JPA Future Ops / SO1 Reward Pay / SO1 WR Establishments / SO1 WI&F Workforce Analytics & Assurance	1.7.1 JPA pay mechanisms updated.
			1.8.1 Data analytic tools updated.

	1.8 Workforce Data Analytics	SO1 WI&F Workforce Analytics & Assurance	1.8.2 Management information reporting updated.
	1.9 Recruiting and Selection (R&S)	SO1 R&S Plans & Policy	1.9.1 Entry and aptitude standards updated. (Aptitude standards - delivery to be led by HQ R&S SO1 Occ Psych).; (Entry standards - delivery by ???)
			1.9.2 Recruitment documentation, publications and website; including AP3391, BILs/TILs updated. (Delivery is a joint effort between SO1 Plans' and SO1 Attracts AORs. Working-level responsibility with SO3 Recruiting Process and COS Attract).
	1.10 Pay & Allowances	SO1 Reward Pay	1.10.1 Tri-Service Regulations for Pay and Charges, JSP 754, updated.
			1.10.2 Pay and allowances updated.
			1.10.3 Pay banding updated. Trade Supplements updated
			1.10.4 Pay tables updated.
			1.10.5 Financial Incentives updated.
			1.10.6 Job evaluation, JSJET, updated.
	1.11 Reserves	SO1 Reserves Spt	1.11.1 SWR implications understood.
			1.11.2 Reserves documentation including commitments updated.
			1.11.3 AP3392 Vol7 Pt 2 & 3 updated
			1.11.4 Reserves TCOS updated.
			1.11.5 AP3392 Vol7 Pt1 updated (replicated from Emp; Pol condition 1d). SO1 RS lead.

	1.12 Equality	SO1 D&I & Recruiting Force Commander, R&S	1.12.1 BAME and Gender targets updated.
	1.13 Official People Statistics	Analysis Air (People Cost Model / Stats)	1.13.1 DS Air products and forecasting updated.
			1.13.2 Long Term Forecast Updated
			1.13.3 Short Term Forecast Updated
	1.14 Legal	SO1 DLS Legal Advisory	1.14.1. Legal review. As more specific information is received with respect to the changes that are to be made, for example, to TCOS they will require legal review and consideration. Consideration should be given to how such changes will impact personnel who are currently serving versus new entrants. Whilst SO1 Legal Advisory, Wg Cdr Wilkinson will advise on the proposals this will require engagement from policy owners proposing to make the changes.
			1.14.2 Amend AP and QRs (assist with drafting and process - the Heads of the Professions need to identify and propose changes in the first instance. The amendments to QRs and APs are the responsibility of the sponsors, but legal advisory expects to assist, with drafting and the process as we move forward. We are engaging closely with Emp Pol with respect to initial QR changes and these are progressing through the process and will come into force in Mid October. SO1 Legal Advisory
			1.14.3 Legal risk analysis (ongoing). As per para 1.14.1 our understanding of the legal risks posed will become clearer as we better understand the detail of the proposed changes. SO1 Legal Advisory will continue to provide legal advice with respect to all of the Professions as further information is received. Early engagement by Heads of Professions is encouraged.
	1.15 Media & Communications	Professions Dep TL / SO1 Internal	1.15.1 Programme Comms plan produced.
			1.15.2 Messaging complete.

		Comms, M&C / Professions Advisor Teams	
Training Systems 1* Lead: ACOS Trg	2.1 Training Policy (Incl Ph1,2,3 Trg)	SO1 Trg Pol / TRA	2.1.1 Training policy documentation updated - AP3379/JSP822 Part 1 followed as required. TAM amended to reflect course outlines in support of Professions.
			2.1.2 Analysis (map trg gaps and commonalities)/Design/Delivery and Assurance functions scoped, bounded and undertaken correctly; all findings fit for purpose.
			2.1.3 Phase 1, 2 and 3 re-defined where appropriate (trg cse v Q cse). GTS articulated and matched to Ph2 output?
			2.1.4 CEB timeline and makeup agreed.
			2.1.5 Appoint/confirm TOR for TRA/TDA and TP (incl Lead and delegated TRA for Def activity)
			2.1.6 TrAD amended/completed if trg is deemed to sufficiently alter to warrant a TNA.
			2.1.7 SOTR/SOTT calculated and published. Engagement with TRPM on throughput and flow.
			2.1.8 Aptitude testing established, accepted and assured; Profession requirements/qualifications mapped.
			2.1.9 Trg governance and assurance established (more movement at Unit level for OJT needs up-gunned assurance that the trg is right, and it is the right trg).
			2.1.10. Draw out any similarities/duplications and efficiencies of trg, Compile Foundation Module if sufficient synergies across the Profession

			2.1.11 Care of trainees assured and supervisory burden assigned and undertaken (Ph2/GTS emphasis). Duty of care requirements agreed and in place, incl in the workplace. Supervisory Care Directive in place
			2.1.12 Profession's GTS defined to meet WF requirements ('once GTS always GTS'; Trg Pol derive authority from DS Air).
			2.1.13 Legacy/crossover/Reservist/Holding trg pathway identified and approved. Policy for Trg fail/reselection/re-mustering clarified and approved. Multiple entry points to a modular trg pathway established. Transfer process between sub-Professions clarified and active (dialogue with similar sub-Professions across Def?) Inter Profession moves require central authority
			2.1.14 Workplace trg and Distributed trg identified and delegated TRA allocated
			2.1.15 Collective Trg contributions identified if relevant.
			2.1.16 Policies on workplace trg (to include instructor qualifications) established and Policy on TATS refreshed – ideally replaced by a robust Workplace Training Statement (bulks up supervisory requirement, enhances Workplace trg requirement). All to be similarly and appropriately governed/assured.
			2.1.17 ASTRA principles noted and complied:
			a. Closer partnerships with industry, academia and our allies.
			b. Technology-enhanced.
			c. Personalised, flexible and distributed learning.
			d. Immersive, synthetic trg instead of live activity.
			e. Clear strategy, coherence, direction and support.
			f. Empowered, innovative and professionalised workforce.

			g. Exploitation of data for better business decision.
			2.1.18 Pg SOCRATES-compliant ('minimum residential military trg requirement – adopt 'just in time trg' and aim for 60% reduction in residential trg time from 2015 baseline).
			2.1.19 Pan Defence Skills Framework adopted and accredited where appropriate. CM aware and informed.
			2.1.20 Functional Skills Testing adopted as required.
			2.1.21 National Apprenticeships links and processes maintained and adopted. Apprenticeships (available up to and including Masters (L7), could become the spine for Professions' vocational and professional development; where apprenticeships are not available alternative accreditation should be mandated iaw JSP 822
			2.1.22 Accreditation – plan in place to support through-life professional development that uses accreditation to facilitate access to aspirational qualifications meaningful to the SP, Profession and RAF.
			2.1.23 Trade badges and insignia endorsed and published. (Only as far as trg competence/award is concerned)
			2.1.24 Approved LMIS on-boarded and utilised. Compliance of existing MIS architecture with DLMC confirmed (should be fitted 'for but not with' DLMC). Learning software/hardware migrated/matured.
			2.1.25 JPA competences mapped and tracked through input to Profession, though-life trg to FL. Mapped to accreditation across civilian and military regulators.
			2.1.26 Impact upon Phase 3 trg considered – output from Ph2 confirmed by TRA through CEB.

			2.1.27 Utilisation and employment of all Reserve types considered and approved. Res Strat Plans engaged, and VERR, ADC, PTVR and FTRS roles within Profession's Vision (and required trg pathways) all taken into consideration
			2.1.28 Relevant Branch and Trade Associations aware and reflecting changes (as far as trg is concerned)
	2.2 Training Pipeline Planning	TPRM	2.2.1 Training pipelines agreed and updated.
			2.2.2 Coordination with non-RAF training schools complete and coherency assured.
			2.2.3 Training pipeline software and policy updated to support Professions.
			2.2.4 Phase 1, 2, 3 training wastage rates and funding agreed.
Career Management 1* Lead: ACOS CM	3.1 Career Management Delivery	SO1 CM Spt	3.1.1 Understand career pathways and remodel Assignment selection process with Emp Pol and Air Legal endorsement.
			3.1.2 CM processes and policies updated through ASSIs to reflect revised Assignment Selection modelling and adopt Profession language
			3.1.3 Review and update AP3392 Vol 2 throughout to adopt Profession language and reflect revised CM modelling. Profession/Branch/Trade Advisor (PBTA) will replace BTA references during the transition years.
			3.1.4 Upskill all CMs in revised Assignment selection process (initially for those CM operating in a Profession) and ensure a confidence to operate under the revised modelling
			3.1.5 Digital Apps:
			- Incorporate Professions into Scio views for SP and within the CM and Promotion Apps and adjust all program language on screen, LoVs etc

			- Amend the EOI beta in MyRAF to encompass Profession searches
			- Amend the Volunteer Trawl App to accommodate Professions
			- Amend the HROM GT Promotion and Re-Engagement Apps to accommodate Professions
			3.1.6 Adjust CMIM course to accommodate changes due to Professions to ensure new CMs are inducted correctly to the CM role
			3.1.7 Remodel the CM Webpages to account for Professions
			3.1.8 Adjust all MI report builds that support the CM floorplate to account for Professions incl Data Quality checks
			3.1.9 Adjust all CM forms, checksheets, proformas, registers
	3.2 Promotions		3.2.1 Understand impact to promotion, Appraisals and adjust related policies
			3.2.2 Upskill of Promotions staff and adjust all Promotion media to account for professions incl Appraisal workshop
			3.2.3 Upskill RCMA staff on Professions
	3.3 TCoS		3.3.1 Understand impact to Rejoiners, Remuster/Rebranch and adjust policies and media
			3.3.2 Adjust all internal registers, forms, mail merge, templates, dashboards and policies
			3.3.3 Incorporate legislative changes (AP3393 Vol 1/AP3376 Vol 1) into TCoS owned policies and procedures (EOS, ReEngagement, Promotion (OF) etc)
Profession Development	4.1 Functional Outputs	Professions Advisor Teams	4.1.1 Analyse and map functional outputs for the Profession.
			4.1.2 Develop career pathways for the Profession.
			4.1.3 AP/GAI updates submitted

Lead: HoPs	4.2 Competency Framework and Career Fields	Professions Advisor Teams	4.2.1 Technical Competence Framework uploaded to JPA.
			4.2.2 FKSE updated.
			4.2.3 Career Fields updated.
			4.2.4 Profession Skills Framework developed and competences mapped to the framework. Must include Proficiency levels and criteria, awarding mechanisms and competence owner
			4.2.5 Pan-Defence Skills Framework compliancy achieved.
			4.2.6. Map Profession positions to framework.
			4.2.7 Map individuals to framework. Not all SP need to mapped but those reaching FAD with plan to map remainder
			4.2.8 Establish competence framework review and management process
	4.3 Plan	Professions Advisor Teams	4.3.1 Produce of Profession Blueprint.
			4.3.2 Produce Strategy and Delivery Plan.
			4.3.3. Produce Communications Plan.
			4.3.4. Deliver Communications.
	4.4 Recruiting	Professions Advisor Teams	4.4.1. Update Profession specific recruiting policy
			4.4.2. Replace BILs/TILs with PILs, and BSSs/TSSs to PSSs
			4.4.3. Review and update advertisements and online media.
	4.5 Training Requirements	Professions Advisor Teams	4.5.1 Development of Training Requirements Authority Documentation.
			4.5.2 Action or coordination of Training Systems Conditions (2.1.1 to 2.1.28 above) listed as TRA action owner

Definitions for Annex C:

Term/Acronym	Description
ADC	Additional Duties Commitment – type of Reserve Service
AP	Air Publication – RAF policy document
AP3376 Vol 1	Ground Trade Personnel & Non-Commissioned Aircrew Terms and Conditions of Service
AP3376 Vol 2	Employment, Careers and Competency Structures for Aviators of the RAF
AP3392 Vol 2	Personnel Management Policy
AP3392 Vol 7	Regulations for the Reserve Air Forces
AP3393 Vol 1	Officers Commissioning & Terms of Service
AP3393 Vol 2	Officer Career Management
ASSI	Air Secretary Staff Instruction
ASTRA	RAF Transformation Programme
BIL	Branch Information Leaflet
BSS	Branch Selection Sheet
CEB	Customer Executive Board – relates to training
CM	Career Management
CMIM	Career Management Induction Module
DBS	Defence Business Services
DLMC	Defence Learning and Management Capability
DS Air	Defence Statistics Air
ECR	Establishment Change Request
EOI	Expression of Interest
EOS	Extension of Service
FKSE	Functional Knowledge Skills and Experience
FTRS	Full Time Reserve Service
GAI	General Administrative Instruction
GAI1058	Governance, Management and Assessment of RAF Professions and Career Fields
GTS	Gain-to-Trained Strength
HRM	Human Resource Operating Model
ITR	In-to-Training Requirement
JPA	Joint Personnel Administration – military HR information system
JPAN	JPA Number – position number for post within JPA
JSJET	Joint Service Job Evaluation Team
JSP	Joint Service Publication
JSP754	Tri-Service Regulations for Pay
JSP822	Direction and Guidance for Training and Education
OF	Officer
OJT	On-the-Job Training
OR	Other Rank - Air Specialist to Flight Sergeant
PAM	Pamphlet
PDSF	Pan Defence Skills Framework
Phase 1 Training	Initial recruit training
Phase 2 Training	Initial Branch/Trade/Profession training
Phase 3 Training	Any other individual training undertaken after completion of Phase 2

PIL	Profession Information Leaflet
PSS	Profession Selection Sheet
PTVR	Part-Time Volunteer Reserve
QRs	Queen's Regulations for the Royal Air Force 6 th Edition
R&S	Recruiting and Selection
RCMA	Regional Career Management Advisors
RPP	Recognised People Picture
SLIM	System for Liability Information Management
SOCRATES	Project to optimise the delivery of Phase 2 training
SOTR	Statement of Training Requirement
SOTT	Statement of Training Task
SP	Service Person
SWR	Strategic Workforce Requirement
TAM	Training Authorisation Matrix
TATS	Trade Ability Tests
TCOS	Terms and Conditions of Service
TDA	Training Delivery Authority
TIL	Trade Information Leaflet
TOR	Term(s) of Reference
TRA	Training Requirement Authority
TrAD	Training Authorisation Document
TSS	Trade Selection Sheet
WF	Workforce