

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

## Order Form

CALL-OFF REFERENCE: W160905

THE BUYER: NHS Business Services Authority

BUYER ADDRESS Stella House, Goldcrest Way, Newburn Riverside  
Business Park, Newcastle upon Tyne,  
NE15 8NY

THE SUPPLIER: Shakespeare Martineau LLP

SUPPLIER ADDRESS: 1 Colmore Square  
Birmingham  
England  
B4 6AA

REGISTRATION NUMBER: OC319029

DUNS NUMBER: 349812524

SID4GOV ID:

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 27<sup>th</sup> June 2025.

It's issued under the Framework Contract with the reference number RM 6226 for the provision of Debt Resolution Services.

CALL-OFF LOT(S):  
Lot 6 Litigation Services (England and Wales)

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

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### CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM 6226
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM 6226
    - Joint Schedule 2 (Variation Form and Change Control Procedure)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
  - Call-Off Schedules for RM 6226
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 6 (ICT Services)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - Call-Off Schedule 9 (Security Requirements)
    - Call-Off Schedule 10 (Exit Management)
    - Call-Off Schedule 13 (Implementation Plan and Testing)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 16 (Benchmarking)
    - Call-Off Schedule 18 (Background Checks)
    - Call-Off Schedule 20 (Call-Off Specification)
    - Call-Off Schedule 24 (Deed of Trust)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM 6226
7. 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.

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

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

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### **CALL-OFF SPECIAL TERMS**

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

Special Term 1. Call-Off Schedule 1 (Transparency Reports) – Additional wording within Annex A: The Supplier will agree with the Buyer the Transparency Reports required through the Term which may incorporate information from the areas set out in the table above. Agreement to the Transparency Reports will not be unreasonably withheld by the Supplier. Please note, the above is not an exhaustive list

Special Term 2. Call-Off Schedule 6 (ICT Services) – Added new Clause at 8.2.1 – ‘The Supplier shall give as much notice as reasonably practicable to the Buyer prior to carry out any Permitted Maintenance which impacts the extract being provided to the Buyer’.

Special Term 3. Call-Off Schedule 6 (ICT Services) - Clause 8.3 revised to ‘The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance which impacts the extract being provided to the Buyer’.

Special Term 4. Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – Clause 6.1.1 revised from ‘every six (6) Months’ to now read ‘every twelve (12) Months

Special Term 5. Call-Off Schedule 10 (Exit Management) - Clause 4.4.1a revised from ‘every six (6) months throughout the Contract Period’ to now read ‘every twelve (12) months throughout the Contract Period’.

Special Term 6. Joint Schedule 11 (Processing Data) – Definition added - Data Subject Rights Request.

Special Term 7. Joint Schedule 11 (Processing Data) – Clause 6(d) (v) added.

Special Term 8. Joint Schedule 11 (Processing Data) - Clause 8 inserted in place of original Clause 8. Subsequent clauses have been renumbered from Clause 9 onwards.

Special Term 9. Joint Schedule 11 (Processing Data) – Clauses 13 to 19 added. Original Clause 13 renumbered to Clause 20. Subsequent clauses have been renumbered from Clause 20 onwards.

Special Term 10. Joint Schedule 11 (Processing Data) – Clauses 20 (d) to (f) added.

Special Term 11. Joint Schedule 11 (Processing Data) – Clause 24 added. Subsequent clauses have been renumbered from Clause 25.

Special Term 12. Joint Schedule 11 (Processing Data) – Clause 29 (c) added.

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

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Special Term 13. Joint Schedule 11 (Processing Data) – Clause 27 revised from ‘in accordance with paragraph 18’ to ‘in accordance with paragraph 25’.

Special Term 14. Joint Schedule 11 (Processing Data) – Clause 36 revised from ‘the general application of paragraphs 2 to 16’ to ‘the general application of paragraphs 2 to 23’

Special Term 15. Joint Schedule 11 (Processing Data) – Clause 36 revised from ‘in accordance with paragraphs 18 to 28’ to ‘in accordance with paragraphs 25 to 36’.

CALL-OFF START DATE: 25th September 2025

CALL-OFF EXPIRY DATE: 13<sup>th</sup> December 2028

CALL-OFF INITIAL PERIOD: 3 years, 2 months, 3 weeks

CALL-OFF OPTIONAL EXTENSION PERIOD N/A

### CALL-OFF DELIVERABLES

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

### 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 is

██████████

Estimated Charges in the first 12 months of the Contract. ██████████

### CALL-OFF CHARGES

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

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

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

### REIMBURSABLE EXPENSES

None

### PAYMENT METHOD

Gross collections will be submitted weekly to the Buyer via BACS and the Supplier shall submit an invoice to the Buyer on a monthly basis for Service Management Fee and /or DCA Commission Charges. One invoice per debt type shall be submitted to the Buyer.

Framework Ref: RM6226 Debt Resolution Services

Project Version: v1.0

Model Version: v3.5

Payment by the Buyer will be via BACS within 30 days of receipt of invoice.

**BUYER'S INVOICE ADDRESS:**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**BUYER'S ENVIRONMENTAL POLICY**

SHEPOL 001 Environmental Policy (01/08/2022) (Revision O) included for informational purposes, available online at:

<https://www.nhsbsa.nhs.uk/what-we-do/safety-health-and-environment>

**BUYER'S SECURITY POLICY**

ISMSPOL 001 Information Security Policy V4.0 included for informational purposes, available online at:

<https://www.nhsbsa.nhs.uk/our-policies/policies-and-procedures>

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**PROGRESS REPORT FREQUENCY**

Monthly – Date to be confirmed

**PROGRESS MEETING FREQUENCY**  
Monthly – Date to be confirmed

**KEY STAFF**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**KEY SUBCONTRACTOR(S)**

**Trace Agents**

Tpower Solutions Limited  
Litigation and Research Services Limited t/a Commercial Investigation Network  
Premier Locate Limited  
Ascendent Solutions Limited  
Bill Gosling Outsourcing Limited t/a Allied International Credit

**Process Servers**

Tremark Associated Limited  
Premier Locate Limited

**Propensity to Pay Scoring**

Ascendent Solutions Limited

**Verification**

Marston (Holdings) Limited t/a Marstons

**High Court Enforcement Orders**

Cerberus HCE Limited t/a Wilson & Roe  
High Court Enforcement Group Limited  
Marston (Holdings) Limited t/a Marstons  
Bristow & Sutor

**Driveby Valuations/Occupancy**

Engage Services (ESL) Limited

**Advocacy Law Agents**

LPC Law Limited t/a LPC Law  
Clerkrooms Direct

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

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### Solicitor Agents

Yuill & Kyle Limited

Wilson Nesbitt Solicitors

Shakespeare Martineau (Scotland)

### COMMERCIALLY SENSITIVE INFORMATION

As set out in Call-Off Schedule 5 (Commercially Sensitive Information)

### SERVICE CREDITS

Not applicable

The Service Credit Cap is: N/A

The Service Period is: one Month

A Critical Service Level Failure is: As set against the relevant Service Level in Annex to Part A of Call-Off Schedule 14 (Service Levels)

### ADDITIONAL INSURANCES

Details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

### GUARANTEE

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) and Call-Off Schedule 20 (Call-Off Specification).

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



Crown  
Commercial  
Service

# Core Terms



# **1. Definitions used in the contract**

Interpret this Contract using Joint Schedule 1 (Definitions).

## **2. How the contract works**

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
  - (a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
  - (b) create new Call-Off Schedules;
  - (c) exclude optional template Call-Off Schedules; and/or
  - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Call-Off Contract:
  - (a) is a separate Contract from the Framework Contract;
  - (b) is between a Supplier and a Buyer;
  - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
  - (d) survives the termination of the Framework Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
  - (a) verify the accuracy of the Due Diligence Information; or
  - (b) properly perform its own adequate checks.

- 2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

### **3. What needs to be delivered**

#### **3.1 All deliverables**

##### **3.1.1** The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
- (b) to a professional standard;
- (c) using reasonable skill and care;
- (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
- (f) on the dates agreed; and
- (g) that comply with Law.

##### **3.1.2** The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

#### **3.2 Goods clauses**

##### **3.2.1** All Goods delivered must be new, or as new if recycled, unused and of recent origin.

##### **3.2.2** All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

##### **3.2.3** The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

##### **3.2.4** Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

##### **3.2.5** The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

##### **3.2.6** The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

- 3.2.7** The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8** All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9** The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10** The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11** The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12** The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.
- 3.2.13** The rights and remedies under this Framework Agreement may be waived in writing in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Framework Agreement or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise thereof.
- 3.2.14** Unless otherwise provided in this Framework Agreement, rights and remedies under this Framework Agreement are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

### **3.3 Services clauses**

- 3.3.1** Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2** The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3** The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4** The Supplier must allocate sufficient resources and appropriate expertise to each Contract.

- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

## **4. Pricing and payments**

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3 All Charges and the Management Charge:
  - (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
  - (b) include all costs connected with the Supply of Deliverables.
- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5 A Supplier invoice is only valid if it:
  - (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
  - (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
  - (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
- 4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then

CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

- 4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

## **5. The buyer's obligations to the supplier**

- 5.1 If Supplier Non-Performance arises from an Authority Cause:
  - (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
  - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
  - (c) the Supplier is entitled to additional time needed to make the Delivery; and
  - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
  - (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
  - (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
  - (c) mitigated the impact of the Authority Cause.

## **6. Record keeping and reporting**

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:
  - (a) during the Contract Period;
  - (b) for 7 years after the End Date; and
  - (c) in accordance with UK GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.
- 6.3 The Relevant Authority or an Auditor can Audit the Supplier.
- 6.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
  - (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.
- 6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.
- 6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
  - (a) tell the Relevant Authority and give reasons;
  - (b) propose corrective action; and
  - (c) provide a deadline for completing the corrective action.
- 6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
  - (a) the methodology of the review;
  - (b) the sampling techniques applied;
  - (c) details of any issues; and
  - (d) any remedial action taken.
- 6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

## **7. Supplier staff**

- 7.1 The Supplier Staff involved in the performance of each Contract must:
  - (a) be appropriately trained and qualified;
  - (b) be vetted using Good Industry Practice and the Security Policy; and
  - (c) comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

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

## **8. Rights and protection**

- 8.1 The Supplier warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform each Contract;
  - (b) each Contract is executed by its authorised representative;
  - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
  - (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
  - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
  - (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
  - (g) it is not impacted by an Insolvency Event; and
  - (h) it will comply with each Call-Off Contract.
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
  - (b) non-payment by the Supplier of any Tax or National Insurance.
- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

## **9. Intellectual Property Rights (IPRs)**

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- (a) receive and use the Deliverables; and
  - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
  - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a 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 authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

## **10. Ending the contract or any subcontract**

### **10.1 Contract Period**

- 10.1.1** The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.



**10.1.2** The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

## **10.2 Ending the contract without a reason**

**10.2.1** CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' notice.

**10.2.2** Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 30 days' written notice.

## **10.3 Rectification plan process**

**10.3.1** If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan, within 10 days .

**10.3.2** When the Relevant Authority receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

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

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

**10.3.4** If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

## **10.4 When CCS or the buyer can end a contract**

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

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;

- (g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

**10.4.2** CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

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

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) the events in 73 (1) (a) of the Regulations happen.

## **10.5 When the supplier can end the contract**

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

## **10.6 What happens if the contract ends**

**10.6.1** Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

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

**10.6.2** In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

**10.6.3** In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:

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

**10.6.4** In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

**10.6.5** The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

## **10.7 Partially ending and suspending the contract**

**10.7.1** Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

**10.7.2** Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

**10.7.3** Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

**10.7.4** The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

**10.7.5** The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or

- (b) increase the Charges, except where the right to partial termination is under Clause 10.2.

**10.7.6** The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

## **10.8 When subcontracts can be ended**

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

## **11. How much you can be held responsible for**

**11.1** Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.

**11.2** Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

**11.3** No Party is liable to the other for:

- (a) any indirect Losses; or
- (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

**11.4** In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Charge or Default Management Charge.

**11.5** In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

- 11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
- 11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- (a) Deductions; and
  - (b) any items specified in Clauses 11.5 or 11.6.
- 11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

## **12. Obeying the law**

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

## **13. Insurance**

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

## **14. Data protection**

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
  - (b) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
  - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
  - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
  - (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
  - (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

## **15. What you must keep confidential**

- 15.1 Each Party must:
- (a) keep all Confidential Information it receives confidential and secure;
  - (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
  - (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the

Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or
- (e) under Clauses 4.7 and 16.

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

## **16. When you can share information**

- 16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
- (a) publish the Transparency Information;
  - (b) comply with any Freedom of Information Act (FOIA) request; and/or
  - (c) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

## **17. Invalid parts of the contract**

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

## **18. No other terms apply**

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

## **19. Other people's rights in a contract**

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

## **20. Circumstances beyond your control**

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:
- (a) provides a Force Majeure Notice to the other Party; and
  - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days



continuously.

## **21. Relationships created by the contract**

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

## **22. Giving up contract rights**

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

## **23. Transferring responsibilities**

- 23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.
- 23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.
- 23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
  - (a) their name;
  - (b) the scope of their appointment; and
  - (c) the duration of their appointment.

## **24. Changing the contract**

- 24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 24.2 The Supplier must provide an Impact Assessment either:
  - (a) with the Variation Form, where the Supplier requests the Variation; or
  - (b) within the time limits included in a Variation Form requested by CCS or the Buyer.

- 24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
- (a) agree that the Contract continues without the Variation; or
  - (b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
  - (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).
- 24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
- 24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:
- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
  - (b) of how it has affected the Supplier's costs.
- 24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.
- 24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

## **25. How to communicate about the contract**

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## **26. Dealing with claims**

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
- (b) give the Indemnifier reasonable assistance with the claim if requested.

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
- (b) the amount the Indemnifier paid the Beneficiary for the Claim.

## **27. Preventing fraud, bribery and corruption**

27.1 The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

## **28. Equality, diversity and human rights**

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

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

## **29. Health and safety**

29.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

## **30. Environment**

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

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

## **31. Tax**

31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
- (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

## **32. Conflict of interest**

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

## **33. Reporting a breach of the contract**

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

- (a) Law;
- (b) Clause 12.1; or
- (c) Clauses 27 to 32.

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

## **34. Resolving disputes**

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the Dispute;
- (b) grant interim remedies; and/or
- (c) grant any other provisional or protective relief.

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

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

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

## **35. Which law applies**

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

## 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;



## Joint Schedule 1 (Definitions)

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1.3.13 where a standard, policy or document is referred to by reference of a hyperlink, if that hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the CCS and the Parties shall update the reference to a replacement hyperlink.

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

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

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

1.3.16 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:

" <b>½ Day</b> "	4 Work Hours, whether or not such hours are worked consecutively or not, provided they are worked on the same day, for a specific grade of Supplier Staff in accordance with the SFIA Skills Model 7.0, exclusive of lunch break, travel and related expenses;
" <b>Account</b> "	each individual Debt balance, as amended by an adjustment file from time to time, contained in a Placement file issues by the Buyer to the Supplier from time to time;
" <b>Access Information</b> "	the information provided by the Buyer to the Supplier that confirms to the best of the Buyer's knowledge, the legal basis upon which the Supplier may access a Customer's credit file held by a Credit Reference Agency;
" <b>Achieve</b> "	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 " <b>Achieved</b> ", " <b>Achieving</b> " and " <b>Achievement</b> " shall be construed accordingly;
" <b>Additional Insurances</b> "	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);

<b>"Admin Fee"</b>	the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: <a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees</a> ;
<b>"Advisory"</b>	Services that require line of business expert advice, as set out in Part D of Framework Schedule 1 (Specification);
<b>"Affected Party"</b>	the Party seeking to claim relief in respect of a Force Majeure Event;
<b>"Affiliates"</b>	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;
<b>"Affordability Assessment"</b>	an assessment undertaken regarding the Customer's ability to afford to repay money to the Buyer using relevant and appropriate data and information as set out within the Supplier's Solution;
<b>"Agent"</b>	a person acting on behalf of a Customer or Buyer;
<b>"Allowable Commission Charge"</b>	a commission charge that is within the parameters of the relevant agreed Commission Cap;
<b>"Alert"</b>	a communication to the Buyer from the Supplier relating to an action or event based on a Buyer's pre-defined criteria;
<b>"Allowable Commission Charge"</b>	a commission charge that is within the parameters of the relevant agreed Commission Cap;
<b>"Allowable Costs"</b>	those costs to be taken into account for the purposes of calculating: a) Profit in accordance with Paragraph 6 (Profit review) of Framework Schedule 3 (Framework Prices), and b) any Charges relating to any Set-Up Charge, Variation or Change, including any costs that are not Disallowed Costs of Framework Schedule 3 (Framework Prices);
<b>"Annex"</b>	extra information which supports a Schedule;
<b>"Appraisal"</b>	as applicable to the Service, the Supplier's estimation of the: a) value of Goods or Assets, based on factors such as cost, the income it generates and / or fair market value; b) size and fragility of the goods and the required means of removal and storage and sale of the Goods;
<b>"Approval"</b>	the prior written consent of the Buyer and <b>"Approve"</b> and <b>"Approved"</b> shall be construed accordingly;

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<b>"Approved Scanning Vendor"</b>	an approved PCI Approved Scanning Vendor recognised by the Payment Card Industry's Security Standards Council;
<b>"Audit"</b>	<p>the Relevant Authority's right, during the Contract Period and for 18 Months thereafter, to:</p> <ul style="list-style-type: none"><li>a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);</li><li>b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</li><li>c) verify the Open Book Data;</li><li>d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law;</li><li>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;</li><li>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;</li><li>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;</li><li>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</li><li>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;</li><li>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</li><li>k) verify the accuracy and completeness of any Management Information and any reports delivered or required by the Framework Contract or any Call-Off Contract;</li></ul>
<b>"Auditor"</b>	a) the Relevant Authority's internal and external auditors;

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	<p>b) the Relevant Authority'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 Relevant Authority to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
<b>"Authority"</b>	CCS and each Buyer;
<b>"Authority Cause"</b>	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;
<b>"BACS"</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>"Beneficiary"</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>"Buyer"</b>	the relevant public sector purchaser identified as such in the Order Form;
<b>"Buyer Assets"</b>	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;
<b>"Buyer Authorised Representative"</b>	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
<b>"Buyer Data"</b>	any Data belonging to or in the possession, custody or control of the Buyer;
<b>"Buyer Delivery Team"</b>	the Personnel appointed by the Buyer to oversee the implementation of the Services and/or Service delivery, as the context requires;
<b>"Buyer Portal"</b>	an online portal provided by the DCA Subcontractor accessible by Buyers to support delivery of the Services;
<b>"Buyer Property"</b>	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;

<b>"Buyer Premises"</b>	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);
<b>"Buyer System"</b>	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables
<b>"Call-Off Contract"</b>	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 and shall be for a maximum period of 4 years excluding any Call-Off Optional Extension Period, and in any case shall not survive the Framework Contract by more than 3 years;
<b>"Call-Off Contract Period"</b>	the Contract Period in respect of the Call-Off Contract;
<b>"Call-Off Expiry Date"</b>	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
<b>"Call-Off Initial Period"</b>	the Initial Period of a Call-Off Contract shall be 4 years or as otherwise specified in the Order Form;
<b>"Call-Off Optional Extension Period"</b>	such period or periods up to a maximum of 3 years in increments of 1 year beyond which the Call-Off Initial Period may be extended as specified in the Order Form, but the Call-Off Contract Period and Call-Off Optional Extension Period combined shall not survive the Framework Contract by more than 3 years;
<b>"Call-Off Procedure"</b>	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
<b>"Call-Off Special Terms"</b>	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
<b>"Call-Off Start Date"</b>	the date of start of a Call-Off Contract as stated in the Order Form;
<b>"Call-Off Tender"</b>	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);
<b>"Capped Prices"</b>	the maximum price payable by any Buyer for the Service as set out in this Framework Schedule 3 (Framework Prices);
<b>"Card Holder"</b>	a person who has a Credit Card or Debit Card;
<b>"Case Management System"</b>	The IT software and Hardware used by the Supplier to deliver the Services and/or input and retain an accurate, auditable and current record of all Buyer Placements including all Customer records, and to record details of all activity and communications undertaken by the Supplier or any Subcontractor or the Customer

	or the Buyer relating to any individual Debt, Customer, Debt Type and/or Service;
<b>"Case Number"</b>	a reference number provided by the Buyer or Supplier that enables identification and referencing of individual Accounts;
<b>"CCS"</b>	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;
<b>"CCS Authorised Representative"</b>	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
<b>"Central Government Body"</b>	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:  a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
<b>"Change"</b>	is a Fast Track Change or a Standard Change;
<b>"Change in Law"</b>	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;
<b>"Change of Control"</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>"Change"</b>	a Fast Track Change or a Standard Change;
<b>"Changeable"</b>	the costs, expenses and charges incurred by the Supplier for which it can be reimbursed or claim from the Buyer as part of the Charges;
<b>"Charges"</b>	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;
<b>"Claim"</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>"Click Fees"</b>	the Unit Price for the different elements of Charges relating to the Affordability and Monitoring Solutions Service and the Click Fee shall be the total price for a single Customer Account, for the complete set of actions, interactions, processes, systems, data and Supplier Staff required to deliver the single instance of the

	complete activity as per Table 1 of Part D of Framework Schedule 3 (Framework Prices), and “Click” shall be construed accordingly;
<b>“Client Services”</b>	the Services and Key Staff provided by the Supplier to the Buyer relating to support, advice, information and resolution of issues or risks relating to the Service, as more particularly set out in Framework Schedule 1 (Specification);
<b>“Commercial off the shelf Software” or “COTS Software”</b>	non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
<b>"Commercially Sensitive Information"</b>	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;
<b>“Commission”</b>	the sum being a set percentage of the value of the Debts reclaimed by the Buyer from Customers or of failure savings established by the Supplier as appropriate to the pricing conditions of the Service;
<b>“Commission Payment”</b>	the cumulative Commission paid or owed by the Buyer to the Supplier in consideration of the Managed Collections Services or the DCS Subcontractors collecting Debts for and on behalf of the Buyer;
<b>“Commission Price”</b>	the price or rate of Commission relating to the specific Service;
<b>"Comparable Supply"</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>"Compliance Officer"</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>“Condition Precedent”</b>	the pre-conditions set out in the Framework Award Form and/or Call-Off Order Form that must be complied with by the Supplier;
<b>"Confidential Information"</b>	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 " <b>confidential</b> ") or which ought reasonably to be considered to be confidential;
<b>"Conflict of Interest"</b>	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;
<b>"Contract"</b>	either the Framework Contract or the Call-Off Contract, as the context requires;

<b>"Contract Period"</b>	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;
<b>"Contract Report"</b>	the itemised profit and loss to be reported by the Supplier, in relation to the Services Ordered by each Buyer, to CCS on a quarterly basis or as otherwise notified to the Supplier in writing by the CCS;
<b>"Contract Value"</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>"Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>"Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and <b>"Controlled"</b> shall be construed accordingly;
<b>"Controller"</b>	has the meaning given to it in the UK GDPR;
<b>"Core Terms"</b>	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
<b>"Costs"</b>	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:  a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer;  b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to



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	<p>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>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) 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> <p>e) Overhead;</p> <p>f) financing or similar costs;</p> <p>g) 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;</p> <p>h) taxation;</p> <p>i) fines and penalties;</p> <p>j) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>k) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
<b>“Credit Reference Agency” or “CRA”</b>	a company which collects information relating to the credit ratings of individuals and which may be a Subcontractor from time to time;
<b>“CRA Record”</b>	a record of personal and business financial and related information held by a Credit Reference Agency;
<b>"CRTPA"</b>	the Contract Rights of Third Parties Act 1999;
<b>“CSAT”</b>	<p>the customer satisfaction score given by the Customer's in relation to the Service being delivered by the Supplier on behalf of the Buyer based on a score of 1 to 5, where:</p> <ol style="list-style-type: none"> <li>1. Very unsatisfied</li> <li>2. Unsatisfied</li> <li>3. Neutral</li> <li>4. Satisfied</li> <li>5. Very satisfied</li> </ol> <p>Only responses of 4 (satisfied) and 5 (very satisfied) are included in the calculation:</p> <p><b>Number of satisfied Customers (4 and 5)/ Number of survey responses) x 100 = % of satisfied Customers</b></p>

<b>“Customer”</b>	a person which is or has been in Debt to a Buyer;
<b>“Customer Data”</b>	any and all data and information relating to (a) a Customer, and/or (b) persons who may be connected or associated with the Customer, excluding Personal Data;
<b>“Customer Portal”</b>	an online portal provided by the DCA Subcontractor and/or Supplier and accessible by Customers to support delivery of the Services;

<b>“Data”</b>	all data, information and communications in whatever form or format, including Government Data, Confidential Information, and Personal Data;
<b>“Data Dictionary”</b>	the Supplier’s collection of names, definitions and attributes about data elements that are being used or captured in a database, information system and/or us or provide as part of the Services;

<b>“Data Protection Impact Assessment”</b>	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
<b>"Data Protection Legislation"</b>	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
<b>“Data Protection Liability Cap”</b>	the amount specified in the Framework Award Form;
<b>"Data Protection Officer"</b>	has the meaning given to it in the UK GDPR;
<b>"Data Subject"</b>	has the meaning given to it in the UK GDPR;
<b>"Data Subject Access Request"</b>	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;
<b>“Debt Collection Agency” or “DCA”</b>	a Subcontractor providing Debt Collection Services to the Supplier of Lot 1 Services;
<b>“DCA Commission Cap”</b>	the cap on Commission charged by the Supplier or by DCA Subcontractors to the Supplier, relating to a particular Buyer Debt Type, that can be Pass Through Charges to the Buyer, and is reflected as a percentage of gross Debt collected from Customers by the DCA Subcontractor, as set out at Section1 of Annex 1 of Part A of Framework Schedule 3 (Framework Prices);
<b>“DCA Commission Charge”</b>	a Commission Charges payable to DCA Subcontractors based on a variable percentage of gross Collections of the Buyer’s Debts achieved;
<b>“DCA Subcontractor”</b>	a Subcontractor for Lot 1 Services;

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<b>"Debt"</b>	an obligation or liability to pay an amount of money to the Buyer;
<b>"Debt Collection Services"</b>	has the meaning given to it in Part B of Framework Schedule 1 (Specification);
<b>"Debt Recovery"</b>	the collection of Debts (in whole or part) by the Supplier or Subcontractor from the Customer;
<b>"Debt Segment"</b>	a subgroup of Debt within a Debt Type which has a different liquidation curve to other debt segments of that Debt Type, and which are defined by using characteristics which are key liquidation predictors;
<b>"Debt Stock"</b>	the cumulative volume and value of Debt owned by a single or group of Buyers, as the context requires;
<b>"Debt Type"</b>	the classification given to a Debt by the Buyer which falls broadly falls within one or more of the classifications of Services set out in Framework Schedule 1 (Specification) and shall include, upon completion of the Variation Procedure, any New Debt Type;
<b>"Dedicated Account"</b>	the account identified by the Buyer in the Call-Off Contract as the account into which the Supplier shall pay Debt monies recovered from the Customer, and the Buyer may require the Supplier to use a particular name or reference to identify the applicable Customer Debt repaid;
<b>"Deductions"</b>	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;
<b>"Deed of Trust"</b>	the agreement that may be put in place between the Buyer and the Supplier and/or a Subcontractor (or other third party) providing Debt Collection Services under a Call-Off Contract between the Buyer and Supplier. The purpose of the Deed to Trust is to ensure that any monies seized or which otherwise comes into the possession custody or control of the Supplier and/or Subcontractor (or other third party) are held on trust for the Buyer;
<b>"Default"</b>	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;
<b>"Default Management Charge"</b>	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
<b>"Delay Payments"</b>	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;
<b>"Deliverables"</b>	as the context may require;

	<p>(a) Goods and/or Services detailed in Framework Schedule 1 (Specification) that may be ordered by the Buyer under the Call-Off Contract, including the Documentation; and</p> <p>(b) Framework Services under the Framework Contract;</p>
<b>"Delivery"</b>	<p>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. <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly;</p>
<b>"Direct Payments"</b>	<p>payments made by a Customer directly to the Buyer;</p>
<b>"Disallowed Costs"</b>	<p>the costs used to calculate profit with regards Paragraph 6 (Profit Review) of Framework Schedule 3 (Framework Prices) and in the calculation of any Charges for the Set-Up Charge and Change and Variation, which include:</p> <ul style="list-style-type: none"> <li>a) any total or apportioned corporate overhead cost that is not directly and solely attributable to the Service;</li> <li>b) financing costs/cost of capital;</li> <li>c) any associated interest from a loan from a parent or any other group company entity;</li> <li>d) any depreciation or amortisation that is not calculated using recognised UK accounting Standards;</li> <li>e) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Term, whether in relation to Assets or anything else;</li> <li>f) any fines or penalties incurred by the Supplier;</li> <li>g) notional/deemed costs;</li> <li>h) any costs associated with Intellectual Property Rights;</li> <li>i) inter-company trading where the price of goods or services between related companies where the pricing arrangements differ from those in normal 3rd party trading transactions; and</li> <li>j) any other cost that is not directly and solely attributable to the delivery of the Service;</li> </ul>
<b>"Disbursements"</b>	<p>the Chargeable fees relating to the Services as set out in Part G, Table 1 URNs 6.0s and Part H, Table 1 URNs 7.0c of Framework Schedule 3 (Framework Prices);</p>
<b>"Disclosing Party"</b>	<p>the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);</p>

<b>"Dispute"</b>	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;
<b>"Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>"Documentation"</b>	<p>descriptions of the Deliverables 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> <p>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</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
<b>"DOTAS"</b>	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;
<b>"DPA 2018"</b>	the Data Protection Act 2018;
<b>"Drive-by Asset Valuation"</b>	has the meaning given to it in Paragraph 19.2 of Part G of Framework Schedule 1 (Specification);
<b>"Drive-by Valuation"</b>	has the meaning given to it in Paragraph 19.2 of Part G of Framework Schedule 1 (Specification);
<b>"Due Diligence Information"</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>"DVLA"</b>	Driver Vehicle Licensing Agency;
<b>"Enforcement Agency" or "EA"</b>	a Supplier of Lot 5 Services and/or Subcontractor EA Subcontractor to the Supplier of Lot 20 Services;
<b>"EA Subcontractor"</b>	an Enforcement Agency Subcontractor providing EA Services;

<b>"Effective Date"</b>	the date on which the final Party has signed the Contract;
<b>"EIR"</b>	the Environmental Information Regulations 2004;
<b>"Electronic Invoice"</b>	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;
<b>"Employment Regulations"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
<b>"End Date"</b>	the earlier of:  a) the Expiry Date (as extended by any Optional 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;
<b>"Enforcement Agency" or "EA"</b>	a Supplier of Lot 5 Services and/or an EA Subcontractor to the Supplier of Lot 20 Services;
<b>"Enforcement Fees"</b>	the fees prescribed within Taking Control of Goods (Fees) Regulations 2014;
<b>"Environmental Policy"</b>	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;
<b>"Equality and Human Rights Commission"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Estimated Year 1 Charges"</b>	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
<b>"Estimated Yearly Charges"</b>	means for the purposes of calculating each Party's annual liability under clause 11.2 :  i) in the first Contract Year, the Estimated Year 1 Charges; or  ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or  iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
<b>"Exempt Buyer"</b>	a public sector purchaser that is:

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	<p>a) eligible to use the Framework Contract; and</p> <p>b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:</p> <ul style="list-style-type: none"> <li>i) the Regulations;</li> <li>ii) the Concession Contracts Regulations 2016 (SI 2016/273);</li> <li>iii) the Utilities Contracts Regulations 2016 (SI 2016/274);</li> <li>iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);</li> <li>v) the Remedies Directive (2007/66/EC);</li> <li>vi) Directive 2014/23/EU of the European Parliament and Council;</li> <li>vii) Directive 2014/24/EU of the European Parliament and Council;</li> <li>viii) Directive 2014/25/EU of the European Parliament and Council; or</li> <li>ix) Directive 2009/81/EC of the European Parliament and Council;</li> </ul>
<b>“Exempt Call-off Contract”</b>	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;
<b>“Exempt Procurement Amendments”</b>	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;

<b>"Existing IPR"</b>	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);
<b>“Exit Day”</b>	shall have the meaning in the European Union (Withdrawal) Act 2018;
<b>"Expiry Date"</b>	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
<b>“Exporting Supplier”</b>	a former incumbent supplier that previously delivered equivalent or similar services;
<b>“Extension Period”</b>	the Framework Optional Extension Period or the Call-Off Optional Extension Period , as the context dictates;

<b>"Fairness Principles"</b>	the Government's 'Principles of fairness for government debt collection' detailed in Section D of the Government Functional Standard:  <a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/886367/GovS-014-Debt-Functional-Standard.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/886367/GovS-014-Debt-Functional-Standard.pdf</a> ;
<b>"Fast Track Change"</b>	is Change that is described in Paragraph 2 of Part B of Joint Schedule 2 (Variation Form and Change Control Procedure);
<b>"FED"</b>	Fraud, Error, Debt;
<b>"Financial Conduct Authority" or "FCA"</b>	is the conduct regulator for financial service firms and financial markets in the United Kingdom and the prudent supervisor of firms, setting specific standard that must be met by them (see <a href="http://www.fca.org.uk">www.fca.org.uk</a> );
<b>"Financial Year"</b>	the Buyer's financial year being the period beginning April 1 <sup>st</sup> and concluding March 31 <sup>st</sup> ;
<b>"Fixed Price"</b>	a price where the total cost is fixed;
<b>"FOIA"</b>	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;
<b>"Force Majeure Event"</b>	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including:  a) riots, civil commotion, war or armed conflict;  b) acts of terrorism;  c) acts of government, local government or regulatory bodies;  d) fire, flood, storm or earthquake or other natural disaster,  but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
<b>"Force Majeure Notice"</b>	a written notice served by the Affected Party on the other Party as soon as practicable on becoming aware that a Force Majeure Event has occurred, or is likely to occur, stating:  a) that the Affected Party believes that there is a Force Majeure Event;  b) details of the Force Majeure Event;  c) the date from which the Force Majeure Event has prevented or hindered or its best estimate of the date from which the Force



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	<p>Majeure Event will prevent or hinder, the Affected Party in the performance of its Contract obligations;</p> <p>d) the Contract obligations so affected;</p> <p>e) its best estimate of the date upon which it shall be able to resume performance of its affected Contract obligations; and</p> <p>f) the reasonable intervals that updated information shall be provided on the status of the Force Majeure Event and the steps which the Affected Party has taken and is taking to resume performance of its Contract obligations so affected;</p>
<b>"Foreign Registered Vehicles"</b>	vehicles that are not registered in the United Kingdom with the DVLA;
<b>"Framework Award Form"</b>	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
<b>"Framework Contract"</b>	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
<b>"Framework Contract Period"</b>	the period from the Framework Start Date until the End Date of the Framework Contract;
<b>"Framework Expiry Date"</b>	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
<b>"Framework Optional Extension Period"</b>	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
<b>"Framework Price(s)"</b>	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
<b>"Framework Special Terms"</b>	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
<b>"Framework Start Date"</b>	<p>the later of:</p> <p>a) the date on which the Framework Contract is signed by both Parties; and</p> <p>b) the date on which all Conditions Precedent have been satisfied or waived in writing in accordance with Clause 2.1 (Condition Precedent) of the Core Terms;</p>
<b>"Framework Tender Response"</b>	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);

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<b>"Fraud"</b>	any wrongful or criminal deception intended to result in financial or personal gain;
<b>"Full Authorisation"</b>	the full authorisation provided by the FCA to carry out regulated activities;
<b>"Further Competition Procedure"</b>	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
<b>"General Anti-Abuse Rule"</b>	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
<b>"General Change in Law"</b>	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>"General Operating Requirements"</b>	the general Specification requirements set out in Part A of Framework Schedule 1 (Specification) that all Suppliers must comply under all Lots;
<b>"General Requirements"</b>	the general Specification requirements set out in Part A of Framework Schedule 1 (Specification) that all Suppliers must comply under all Lots;
<b>"Goods"</b>	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 ;
<b>"Good Industry Practice"</b>	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>"Government"</b>	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;
<b>"Government Apprenticeship"</b>	a scheme created by the Government relating to the employment of apprentices;
<b>"Government Data"</b>	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:  i) are supplied to the Supplier by or on behalf of the Authority; or

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	ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
<b>"GPS"</b>	Global Positioning System;
<b>"Guarantor"</b>	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;
<b>"Halifax Abuse Principle"</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>"Help Desk"</b>	the Supplier Staff, processes and systems used by the Supplier to support the Buyer;
<b>"High Court Enforcement"</b>	the process of enforcement via the High Court;
<b>"HMRC"</b>	Her Majesty's Revenue and Customs;
<b>"ICT Environment"</b>	the Buyer System and the Supplier System;
<b>"ICT Policy"</b>	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;
<b>"Immobilising Vehicles"</b>	the prevention of the movement or operation of a Customer's vehicle by the Supplier and/or Subcontractor;
<b>"Impact Assessment"</b>	<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"><li>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;</li><li>b) details of the cost of implementing the proposed Variation;</li><li>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li><li>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li><li>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</li></ul>
<b>"Implementation Plan"</b>	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;
<b>"Indemnifier"</b>	a Party from whom an indemnity is sought under this Contract;

<b>"Independent Control"</b>	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 <b>"Independent Controller"</b> shall be construed accordingly;
<b>"Indexation"</b>	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
<b>"Industry Standard"</b>	each of the Standards, policies and guidelines identified as such in the table in Paragraph 10 of Framework Schedule 1 (Specification), as amended from time to time by CCS and the Supplier in accordance with the Variation Procedure;
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Information Commissioner"</b>	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;
<b>"Information Sharing"</b>	the provision and receipt of information between parties authorised by the Buyer in writing to do so;
<b>"Initial Period"</b>	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
<b>"Insolvency Event"</b>	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p style="padding-left: 40px;">(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 style="padding-left: 40px;">(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>

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	<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 equivalent or similar to any of the events mentioned above;</p>
<b>"Installation Works"</b>	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;
<b>"Integrated Service Management"</b>	has the meaning given to it in Paragraph 4 of Part B of Framework Schedule 1 (Specification);
<b>"Intellectual Property Rights" or "IPR"</b>	<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>

	c) all other rights having equivalent or similar effect in any country or jurisdiction;
<b>"Interim Permission"</b>	the interim permission provided by the CA pending the Full Authorisation process being completed;
<b>"International Enforcement"</b>	any enforcement actions or Services delivered by the Supplier to the Buyer where the Customer resides outside the United Kingdom;
<b>"Inventory"</b>	a complete list of items such as property, goods in stock or the contents of a building sized by the Supplier from the Customer or compiled by the Supplier relating to the Service;
<b>"Inventory of Seizure"</b>	the document that records details of goods seized by the Supplier from the Customer through the Enforcement Service as detailed within Part L of Framework Schedule 1 (Specification);
<b>"Invoicing Address"</b>	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
<b>"IPR Claim"</b>	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;
<b>"IR35"</b>	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>"IVA"</b>	Individual Voluntary Arrangement;
<b>"Joint Controller Agreement"</b>	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> );
<b>"Joint Controllers"</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>"Key Deliverable"</b>	a) one or more key aspects of the Deliverables available to be Ordered as set out in Paragraph 1.11 Framework Schedule 1 (Specification); or b) the key requirements regarding the Deliverables under each Lot that is to be delivered by the Supplier to the Buyer;
<b>"Key Staff"</b>	the individuals (if any) identified as such in the Order Form;
<b>"Key Sub-Contract"</b>	each Sub-Contract with a Key Subcontractor;
<b>"Key Subcontractor"</b>	any Subcontractor: a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or

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	<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; and/or</p> <p>d) who is an EA Subcontractor and/or a DCA Subcontractor, 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>
<b>"Know-How"</b>	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;
<b>"Land Registry"</b>	HM Land Registry;
<b>"Law"</b>	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
<b>"License"</b>	the permissions granted by the Supplier, including any limitations, to an individual within the Buyer's organisation that allows that user to use the Product, platform and Service as per the Specification for that Service and/or as per the Buyer's requirements as set out within their Contract;
<b>"Litigation Action Strategy"</b>	has the meaning given to it in Paragraph 1(A) of Part G (Lot 6) Litigation Services England and Wales (URN 6.0) of Framework Schedule 1 (Specification);
<b>"Litigation Costs Proposal"</b>	the costs schedule provided by the Supplier to the Buyer for Approval, which outlines the expected costs of the Supplier's proposed litigation action, as set out in Framework Schedule 3 (Framework Prices) which includes advice on any risk of the costs escalating beyond those outlined in the proposal and any options for review and cessation of activities that may curtail the costs;
<b>"Litigation Services"</b>	the Services detailed in Part G of Framework Schedule 1 (Specification);
<b>"Losses"</b>	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and <b>"Loss"</b> shall be interpreted accordingly;

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<b>"Lots"</b>	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
<b>"Managed Collection Services"</b>	has the meaning given to it in Part B of Framework Schedule 1 (Specification);
<b>"Managed Enforcement Services Provider" or "MESP"</b>	the Supplier of the Managed Enforcement Services described in Part L of Framework Schedule 1 (Specification);
<b>"Managed Services"</b>	the Services delivered to a Buyer by a Supplier that is a Managed Services Provider;
<b>"Managed Services Provider"</b>	the Supplier of Managed Services as described in Part B and Part L of this Schedule 1 (Specification);
<b>"Management Charge"</b>	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
<b>"Management Information" or "MI"</b>	the management information specified in: a) Framework Schedule 5 (Management Charges and Information); and b) as set out in the Call-Off Contract;
<b>"MI Default"</b>	when two (2) MI Reports are not provided in any rolling six (6) month period
<b>"MI Failure"</b>	when an MI report: 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);
<b>"MI Report"</b>	a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
<b>"MI Reporting Template"</b>	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;
<b>"Milestone"</b>	an event or task described in the Implementation Plan;
<b>"Milestone Date"</b>	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>"Monitoring"</b>	the systematic review of Customer Data and/or information by the Supplier as part of the Service provided to the Buyer;



<b>"Month"</b>	a calendar month and <b>"Monthly"</b> shall be interpreted accordingly;
<b>"Monthly Volume Bank"</b>	a set of defined ranges of the volume of Units, Licenses, Clicks or activities that a Buyer consumes in a Month, that is used to calculate the Charges for the applicable Service;
<b>"National Insurance"</b>	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);
<b>"New Debt Type"</b>	where a debt type is not current classified as a "Debt Type" within the Buyer's Call-Off Contract but the Buyer requires the Supplier to provide Services for that debt type, then that new debt type may be added to the Call-Off Contract by the Buyer in accordance with the Variation Procedure;
<b>"New IPR"</b>	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
<b>"Non-Fee-Paying Advice Agents"</b>	organisations that provide free at the point of access debt advice;
<b>"Notice of Enforcement"</b>	a formal notice issued by an Enforcement Agency (EA) to a Customer advising the Customer of the EA intention to visit the Customer's residence for the purpose of recovering monies owed in line with the Taking Control of Goods Act 2014;
<b>"Occasion of Tax Non-Compliance"</b>	<p>where:</p> <p>a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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</li> </ul> <p>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>

<b>"On Hold"</b>	the process of the Supplier suspending all action on an Account or case;
<b>"Open Book Costs"</b>	the Supplier Costs calculated and aligned to the Open Book Data requirements;
<b>"Open Book Data"</b>	<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"> <li>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;</li> <li>b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> <li>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> <li>ii) 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;</li> <li>iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and</li> <li>iv) Reimbursable Expenses, if allowed under the Order Form;</li> </ul> </li> <li>c) Overheads;</li> <li>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</li> <li>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</li> <li>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;</li> <li>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</li> <li>h) the actual Costs profile for each Service Period;</li> </ul>
<b>"Operational Change"</b>	<p>any Change in the Supplier's operational procedures, undertaken in accordance with Paragraph 6 of Part B of Joint Schedule 2 (Variation Form and Change Control Procedure), which when implemented:</p> <ul style="list-style-type: none"> <li>a) will not:</li> </ul>

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	<p>(i) affect the Charges and will not result in any other costs to the Relevant Authority;</p> <p>(ii) adversely affect the interfaces or interoperability of the Deliverables with any Relevant Authority IT infrastructure;</p> <p>(iii) require a Variation to the Framework Contract and/or any Call-Off Contract; and</p> <p>b) may change the way in which the Deliverables are delivered but not adversely affect the output of the Deliverables or increase risks in performing or receiving the Deliverables;</p>
<b>“Operational Manual”</b>	a detailed record maintained and updated by the Supplier and agreed by the Buyer of all Supplier Staff, systems, interfaces, vehicles, processes and procedures and broader infrastructure relating to the Services, that shall be provided to the Buyer at the times, intervals and occasions stipulated by the Buyer;
<b>“On-line Assets Sale”</b>	the sale of Customer or Buyer assets by the Supplier via the internet;
<b>“On-Screen Interfaces”</b>	the software and systems, provided by the Supplier to the Buyer that enable access to and delivery of the Service;
<b>“Optional Pricing”</b>	the prices available for Optional Services;
<b>“Optional Services”</b>	those non-mandatory Services to be delivered to the Buyer by the Supplier as set out in each Part of Framework Schedule 1 (Specification);
<b>"Order"</b>	an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract; and <b>“Ordered”</b> shall be construed accordingly;
<b>"Order Form"</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
<b>"Order Form Template"</b>	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
<b>“Original Debt Balance”</b>	the Debt balance, according to the buyer, when the Customer Account was initially Placed with the Supplier by the Buyer;
<b>“Other Charges”</b>	Charges that are not expressly set out in Framework Schedule 3 (Framework Pricing) but which are referred to in the Specification;
<b>"Other Contracting Authority"</b>	any actual or potential Buyer under the Framework Contract;
<b>“Other Service Provider” or “OSP”</b>	a supplier or contractor of the Buyer who provides the Buyer with goods and/or services but is not a party to the Call-Off Contract;

<b>"Overhead"</b>	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";
<b>"Paid-Over"</b>	the transfer of funds by the Supplier to the Buyer where those funds were collected by the Supplier and any Subcontractor as part of the delivery of the Services;
<b>"Parliament"</b>	takes its natural meaning as interpreted by Law;
<b>"Party"</b>	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. <b>"Parties"</b> shall mean both of them where the context permits;
<b>"Pass Through Charges"</b>	the costs and fees relating to Services provided by persons other than the Supplier which the Supplier is permitted to pass directly through to the Buyer without adding any additional cost, value or risk, in accordance with the provisions of the Buyer's Call-Off Contract, and within the Managed Collections Services the Allowable DCA Commission Charge as set out in Framework Schedule 3 (Framework Prices);
<b>"Payment Arrangements"</b>	any agreed arrangement between the Supplier or applicable subcontractors and a Customer relating to repayment of debt owed to the Buyer;
<b>"Payment Card Industry Data Security Standard" or "PCI-DSS"</b>	the Standards set by the payment cards industry standards council (see: <a href="http://www.pcisecuritystandards.org/">http://www.pcisecuritystandards.org/</a> )
<b>"Payment Reference Number"</b>	a unique reference number applied by the Supplier to each Customer payment;
<b>"Penalty Charge Notice" or "PCN"</b>	a written notice issued to motorists found in contravention of parking restrictions, waiting restrictions and some moving traffic offences that are treated as civil, not criminal, offences and that request payment of a penalty charge associated with the contravention;
<b>"Performance Indicators" or "PIs"</b>	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
<b>"Personal Data"</b>	has the meaning given to it in the UK GDPR;

<b>“Personal Data Breach”</b>	has the meaning given to it in the UK GDPR;
<b>“Personnel”</b>	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;
<b>“Placed”</b>	an Account which has been referred (i.e. on the date the Placement file is received by the Supplier) by a Buyer to the Supplier for the provision of one or more Ordered Deliverables, and “Placement” shall be construed accordingly;
<b>“Placement Date”</b>	the date following the first complete Working Day after the Order has been Placed with the Supplier for Deliverables, unless otherwise agreed in writing by the Parties;
<b>“Placement Period”</b>	the period of time the Account shall remain Placed with the Supplier, commencing on the Placement Date, subject to any Time-To-Pay Arrangement entered into during this period, unless the Debt is recalled earlier by the Buyer or the Outstanding Balance is reduced to zero;
<b>"Prescribed Person"</b>	a legal adviser, an MP or an appropriate body which a whistleblower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>“Presenting Officer” or “PO”</b>	a person appointed to present a case to a court on behalf of the Buyer;
<b>“Price Adjustment”</b>	the Charges paid by the Buyer to the Supplier in respect of the Service Management Fee;
<b>“Price Adjustment Proposal”</b>	the documented methodology and calculations relating to a proposed price adjustment as set out in Paragraph 6.1 to 6.3 of Framework Schedule 3 (Framework Prices);
<b>“Pricing Proposals”</b>	a written proposal that the Supplier must provide to the Buyer for the Buyer’s Approval, that estimated or confirms (as applicable) the Charges that the Buyer will incur if the Supplier delivers the Supplier’s proposed litigation action(s) in line with the Service;
<b>“Processing”</b>	has the meaning given to it in the UK GDPR;
<b>“Processor”</b>	has the meaning given to it in the UK GDPR;
<b>“Products”</b>	the singular or combination of Supplier Staff, IT, software, processes, data, information and all infrastructure provided by the Supplier to deliver the Services, as appropriate, to the Service as defined within Framework Schedule 1 (Specification);
<b>“Profit”</b>	the Supplier’s revenue from the Service minus Actual, Allowable costs and excluding Tax;

<b>"Progress Meeting"</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>"Progress Meeting Frequency"</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
<b>"Progress Report"</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>"Progress Report Frequency"</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
<b>"Prohibited Acts"</b>	<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> <ul style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity; or</li> <li>ii) reward that person for improper performance of a relevant function or activity;</li> </ul> <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> <ul style="list-style-type: none"> <li>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>ii) under legislation or common law concerning fraudulent acts; or</li> <li>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</li> </ul> <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>
<b>"Propensity Score"</b>	a score derived by the Supplier and provided to the Buyer using a range of data sources relating to a Customer's propensity to pay Debts and other monies owed;
<b>"Protective Measures"</b>	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.

<b>"Public Sector Standards"</b>	each Standard, policy and guidelines identified as "Public Sector Standards" in Paragraph 10 of Framework Schedule 1 (Specification);
<b>"Quality Plan"</b>	the plan that ensures that all aspects of the Deliverables are the subject of quality management systems and are consistent with the Standards;
<b>"Queries"</b>	a request for information or clarification from the Customer or Supplier relating to the Services;
<b>"Quotation"</b>	a non-binding indicative price provided to the Buyer by the Supplier when the Variation procedure does not apply;
<b>"R&amp;A"</b>	research and analysis relating to the Buyer's Advocacy Service as detailed in Part E of Framework Schedule 1 (Specification) and in accordance with the terms of their Call-Off Contract;
<b>"Recall"</b>	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;
<b>"Recipient Party"</b>	the Party which receives or obtains directly or indirectly Confidential Information;
<b>"Rectification Plan"</b>	the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:  a) full details of the Default that has occurred, including a root cause analysis;  b) the actual or anticipated effect of the Default; and  c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
<b>"Rectification Plan Process"</b>	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
<b>"Registered Keeper"</b>	the person registered with the DVLA or the foreign equivalent of the DVLA as keeper of a vehicle as the Service dictates;
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
<b>"Reimbursable Expenses"</b>	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 that the Buyer will reimburse as set-out within their Call-Off Contract and in accordance with the Buyer's expenses policy current from time to time, but not including:  a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the

**Joint Schedule 1 (Definitions)**

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	<p>premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>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;</p>
<b>"Relevant Authority"</b>	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
<b>"Relevant Authority's Confidential Information"</b>	<p>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);</p> <p>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</p> <p>information derived from any of the above;</p>
<b>"Relevant Requirements"</b>	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;
<b>"Relevant Tax Authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>"Reminder Notice"</b>	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;
<b>"Replacement Deliverables"</b>	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;
<b>"Replacement Subcontractor"</b>	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);
<b>"Replacement Supplier"</b>	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;
<b>"Request For Information"</b>	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;



<b>"Required Insurances"</b>	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
<b>"Residential Trace and Collect"</b>	the Service relating to the use of data, information and debt collection systems, people, processes and infrastructure to locate and correctly identify Customers and individuals and their addresses and collect Debts from those Customers and individuals as instructed by the Buyer;
<b>"Revenue"</b>	Charges paid by the Buyer and received by the Supplier for the Services;
<b>"Revenue Band"</b>	the thresholds relating to the value (in pounds sterling (£)) of Managed Service Provider revenue from the Managed Collections Service;
<b>"Revised Service Management Fee"</b>	as defined in Paragraph 3.3 of Framework Schedule 3 (Framework Prices);
<b>"Satisfaction Certificate"</b>	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;
<b>"Secure File Transfer Mechanism"</b>	a method of securely transferring materials and files containing data and information relating to the provision of the Services, between the Buyer Supplier and Other Service Providers, as applicable;
<b>"Security Management Plan"</b>	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security Requirements) (if applicable);
<b>"Security Policy"</b>	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;
<b>"Security Requirements"</b>	the requirements set out Annex 1 of Call-Off Schedule 9 (Security Requirements) that the Supplier must comply with:  a) as a Condition Precedence to being awarded a particular Lot under this Framework Contract, and  b) throughout the Contract Period of the Contract;
<b>"Seizure"</b>	the taking possession of goods or assets according to lawful procedures;

<b>"Self Audit Certificate"</b>	the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
<b>"Serious Fraud Office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Service Delivery Month"</b>	a Month within which the Service was Delivered;
<b>"Service Fees"</b>	the Monthly service charge payable by the Buyer for support activities relating to the Affordability and Assessment and Monitoring Services;
<b>"Service Levels"</b>	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);
<b>"Service Management Fee Recalculation"</b>	Has the meaning set out in Paragraph 3.4 of Framework Schedule 3 (Framework Prices);
<b>"Service Management Fee Revenue"</b>	the Charges that the Supplier has received relating specifically to the provision of a Managed Service and excluding any Pass-Through Charges;
<b>"Service Management Fee"</b>	Charges payable by the Buyer to the Managed Service Provider (MSP) based on a fixed percentage of gross collections as set out in Part A Annex 1 URN 1.0 of Framework Schedule 3 (Framework Prices);
<b>"Service Period"</b>	has the meaning given to it in the Order Form;
<b>"Service Solution Document"</b>	a document providing detailed information relating to the Supplier Staff, processes, systems, services, suppliers, infrastructure, dependencies, risks and costs associated with any Change Control Procedure proposal;
<b>"Services"</b>	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;
<b>"Service Transfer"</b>	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;
<b>"Service Transfer Date"</b>	the date of a Service Transfer;
<b>"Set-Up Charge"</b>	the Charge payable by Buyers to Suppliers to meet bespoke Buyer requirements Ordered, in accordance with Paragraph 2 or Schedule 3 (Framework Prices);
<b>"Set-Up Cost"</b>	the cost incurred by the Supplier relating to the work required by the Supplier to meet the Buyer requirements as set out in Paragraph A of Framework Schedule 3 (Framework Prices and

	Set-Up Costs may differ from the Set-Up Charge if any or all of the Set-Up Costs are not chargeable;
<b>"Sites"</b>	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: 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;
<b>"SMART"</b>	an acronym for specific, measureable, achievable, realistic and time-bound;
<b>"SME"</b>	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;
<b>"Social Value Deliverables"</b>	as defined in Paragraph 16 of Part A of Framework Schedule 1 (Specification)
<b>"Social Value Plan"</b>	the plan developed by the Supplier that details the methodology, timing, resources, Supplier Staff, and Key Staff, relating to the Social Value Deliverables it will deliver as a result of being awarded the Contract;
<b>"Social Value Proposals"</b>	the proposals made by the Supplier relating to Social Value which it will deliver under the terms of the Contract;
<b>"Solicitors Regulatory Authority" or "SRA"</b>	the regulatory body that regulates solicitors in England and Wales;
<b>"Special Terms"</b>	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
<b>"Specific Change in Law"</b>	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;
<b>"Specific Requirements"</b>	the specific Specification requirements that each Supplier must comply with as set out in Parts B to L of Framework Schedule 1 (Specification), which relate to the specific Deliverables Ordered by a Buyer under the Call-Off Contract, and these are in conjunction the Supplier complying with Part A (General Requirements) of Framework Schedule 1 (Specification);
<b>"Specification"</b>	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;

**Joint Schedule 1 (Definitions)**

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<b>"Standard Change"</b>	a Change that is not a Fast Track Change and which is further described in Paragraph 2 of Joint Schedule 2 (Variation Form and Change Control Procedure);
<b>"Standard Financial Statement"</b>	the Money and Pension Service's Standard Financial Statement that is to be used by the Supplier as part of their Customer Affordability Assessment;
<b>"Standards"</b>	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
<b>"Start Date"</b>	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;
<b>"Statement of Requirements"</b>	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
<b>"Storage Charges"</b>	Charges payable for the storage of Buyer owned or controlled Goods and/or Assets, Ordered as part of the Services;
<b>"Storage Media"</b>	the part of any device that is capable of storing and retrieving data;
<b>"Sub-Contract"</b>	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: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
<b>"Subcontractor"</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;

<b>"Supplier"</b>	the person, firm or company identified in the Framework Award Form;
<b>"Supplier Assets"</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
<b>"Supplier Authorised Representative"</b>	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
<b>"Supplier's Confidential Information"</b>	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</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>
<b>"Supplier's Contract Manager"</b>	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;
<b>"Supplier Data"</b>	Data belonging to the Supplier;
<b>"Supplier Equipment"</b>	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;
<b>"Supplier Marketing Contact"</b>	shall be the person identified in the Framework Award Form;
<b>"Supplier Non-Performance"</b>	<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>
<b>"Supplier Profit"</b>	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;

<b>"Supplier Profit Margin"</b>	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;
<b>"Supplier Social Value Action Plan"</b>	has the meaning given to it in Paragraph 3.22 of Part A of Framework Schedule 1 (Specification);
<b>"Supplier Solution"</b>	the solution provided by the Supplier which describes the way in which the Supplier will deliver the Services as set out within Framework Schedule 2 (Framework Tender);
<b>"Supplier Staff"</b>	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;
<b>"Supplier System"</b>	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);
<b>"Support Fees"</b>	the fees Chargeable by the Supplier to the Buyer, for those aspects of the Service expressly permitted to be Charges to the Buyer under the Contract, and which do not fall within the Affordability and Monitoring Service Charges at Part D of Framework Schedule 1 (Specification);
<b>"Support Team"</b>	the Supplier Staff responsible for providing support to the Buyer in the delivery of the Services;
<b>"Supporting Documentation"</b>	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;
<b>"Targeted Enforcement"</b>	specific actions relating to specific individuals or groups of individuals, as defined by the Buyer, to be delivered by the Supplier;
<b>"Tax"</b>	<p>a) all forms of taxation whether direct or indirect;</p> <p>b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>

<b>"Termination Notice"</b>	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;
<b>"Test Issue"</b>	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
<b>"Test Plan"</b>	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
<b>"Tests "</b>	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 <b>"Tested"</b> and <b>"Testing"</b> shall be construed accordingly;
<b>"Third Party IPR"</b>	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>"Time-To-Pay Arrangement"</b>	an agreement entered into by or on behalf of the Buyer and Customer for payment of the Debt in instalments;
<b>"Tranche"</b>	all Debts of the same Debt Type Placed by the Buyer for Collection within a Month;
<b>"Transferring Supplier Employees"</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>"Transparency Information"</b>	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –  (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and  (ii) Commercially Sensitive Information;
<b>"Transparency Reports"</b>	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);
<b>"UKAS"</b>	United Kingdom Accreditation Service;
<b>"UK GDPR"</b>	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>"Unique Reference Number" or "URN"</b>	the reference that enables Buyers and Suppliers to identify the Service and the associated Deliverables within the Framework Schedule 1 (Specification) and Schedule 3 (Framework prices)

**Joint Schedule 1 (Definitions)**

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	and that shall be used to identify the Services required and the associated Prices in any Call-Off Order Form
<b>"Unit"</b>	one standard single segment or element of a Service;
<b>"Unit Price"</b>	the price payable for a Unit or part of a Unit, in the context of a specific Service;
<b>"Variable Percentage"</b>	a percentage that is variable relating to Commission Based Prices;
<b>"Variation"</b>	any change to a Contract, including a Change made under the Change Control Procedure and an Operational Change made in accordance with Paragraph 6 of Joint Schedule 2 (Variation Form and Change Control Procedure);
<b>"Variation Form"</b>	the form set out in Joint Schedule 2 (Variation Form);
<b>"Variation Procedure"</b>	the procedure set out in Clause 24 (Changing the contract);
<b>"VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"VCSE"</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>"Vehicle Charges"</b>	the charges relating to the Supplier's use of vehicles in delivering the Auctioneers Service as per URN 8.0 Table 1 in Framework Schedule 3 (Framework Prices);
<b>"Worker"</b>	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) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
<b>"Working Day"</b>	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;
<b>"Work Day"</b>	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
<b>"Work Hours"</b>	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 and Change Control Procedure)

### Part A - Variation Form

This Variation Form shall be used to make a Variation or Change (in accordance with the Change Control Procedure set out in Part B of this Schedule) to the Contract in accordance with Clause 24 (Changing the Contract).

Contract 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]	
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	
Implementation Plan / Testing required;		
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: <ul style="list-style-type: none"><li>[CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]</li></ul>	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

## Joint Schedule 2 (Variation Form)

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1. This Variation Form 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 Form shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variation and Changes, shall remain effective and unaltered except as amended by this Variation Form.

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	

## Part B Change Control Procedure

This Part B of this Schedule sets out the process to be followed when CCS or the Buyer wishes to make a Change in the way in which the Deliverables or Service is provided by the Supplier.

### Definitions

The following definitions apply to this Schedule and are supplemental to those in Joint Schedule 1 (Definitions):

Actual Expenditure	the amount of money spent that a Supplier actually incurred in implementing a Change
Change	a change made to the way in which any Deliverables or Service is provided by the Supplier to the Buyer under the Call Off Contract, which has been requested by the Buyer and agreed with the Supplier as part of the Change Control Procedure;
Change Control Procedure	the processes and procedures to be followed by the CCS or Buyer (as appropriate) and Supplier in proposing, agreeing, executing, delivering, reporting and managing Changes to the Services or Deliverables under the Contract;
Change Implementation Plan	the plan provided by the Supplier to CCS or the Buyer (as appropriate) for the provision of the Deliverables set out in the draft Variation Form sent by the CCS or the Buyer to the Supplier and agreed by the Buyer or CCS (as applicable) in accordance with the Change Control Procedure;
Change Milestone Certificate	the Certificate issued by the Buyer when the Supplier has met all of the requirements of a Change Milestone set out in the Change Implementation Plan which implements the agreed the Change agreed in the Variation Form under the Change Control Procedure;
Change Milestone	an event or task described in the Change Implementation Plan;
Change Satisfaction Certificate	the certificate issued by CCS or the Buyer (as applicable) when the Supplier has met all of the requirements of a Change set out in the Change Implementation Plan in accordance with the Variation Form and the Change Control Procedure;
Change Test Success Criteria	in relation to any Test associated to a Change, the test success criteria for that Test;
Forecast Expenditure	the forecast money to be spent that a Supplier proposes to incur to implement a Change;

## 1. Variations and Change Management

- 1.1 Any Variations that do not fall to be a Change shall (including any change to a Debt Type or introduction of a New Debt Type) be undertaken in accordance with Clause 24 (Changing the Contract) of the Core Terms.
- 1.2 Where a Change is sought, the Parties shall comply with the Change Control Procedure set out in Part B of this Schedule as well as complying with Clause 24 of the Core Terms.
- 1.3 Where a Change is an Operational Change, the Parties shall comply with Paragraph 6 of this Schedule.
- 1.4 Any Variation or Change agreed under Paragraphs 1.1 and 1.2 above shall be recorded using the Variation Form in Part A of this Schedule.

## Change Control Procedure

### 2. Approach to Change

- 2.1 This Schedule sets out a 2-tier Change Control Procedure which shall be used to ensure operational efficiency:
  - **Tier 1: Fast Track Change** – to be used where the Buyer requires an immediate solution. The Buyer may request no more than 4 Fast Track Changes in any rolling 12-Month period.
  - **Tier 2: Standard Change** – to be used where CCS or the Buyer seeks a Change that is not a Fast Track Change.
- 2.2 All CCS or Buyer requests for a Change must be delivered to the timelines set out in the executed Variation Form, unless otherwise agreed in writing between the relevant Parties. CCS or the Buyer, acting reasonably, will establish the timelines by which any Change shall be delivered by the Supplier. CCS or the Buyer, at their sole discretion may accept an alteration to the timescales in writing.
- 2.3 **Tier 1: Fast Track Change:** Upon receipt of the Buyer's request for a Change, the Supplier shall provide an Impact Assessment for the proposed Change within 5 Working Days of the date of the Buyer's request. The request shall be in the form of a draft Variation Form. The Buyer shall indicate in the draft Variation Form whether it is seeking to use the Tier 1: Fast Track Change or Tier 2: Standard Change procedure.
- 2.4 The Buyer and the Supplier may agree in writing to vary Tier 1: Fast Track Change parameters from time to time.
- 2.5 The Buyer shall be able to make a Tier 1: Fast Track Change request at any time after the satisfactory completion and acceptance of all Change Milestones and Tests regarding the Change Implementation Plan in accordance with Call-Off Schedule 13 (Implementation Plan and Testing). Any Change requests that fall within the Change Implementation Plan period will not amount to a Tier 1: Fast Track Change or Tier 2: Standard Change.
- 2.6 **Tier 2: Standard Change:** Upon receipt of a Buyer's Change request, the Supplier shall provide an Impact Assessment for the proposed Change within 20 Working Days of the date of issue on the draft Variation Form from CCS or the Buyer (as appropriate), unless otherwise specified in writing by the Buyer in the draft Variation Form.
- 2.7 If the Supplier has any questions regarding the content of the draft Variation Form submitted by CCS or the Buyer, the Supplier must clarify these with CCS or the Buyer before the Supplier provides the Impact Assessment to CCS or the Buyer within the 5 Working Days for Tier 1: Fast

Track Changes, or 20 Working Days for a Tier 2: Standard Change, unless otherwise agreed in writing between the Supplier and CCS or the Buyer (as applicable).

- 2.8** The Supplier must use their expertise and innovation to provide a solution for delivering the Changes required by CCS or the Buyer within the applicable timeframes and ensuring that CCS or the Buyer's requirements are met.
- 2.9** Where CCS or the Buyer requires further clarification or amendment to be made to the Impact Assessment to ensure CCS or the Buyer (as applicable) accept the Impact Assessment, the Supplier must return their response to the further clarification or amendment regarding the Change request within 2 Working Days of receipt for a Tier 1: Fast Track Change or within 5 Working Days of receipt for a Tier 2: Standard Change.
- 2.10** The Supplier shall monitor and manage all aspects of Change delivery and maintain dialogue with CCS or the Buyer (as appropriate), as to the status of the Change. If the Supplier expects any delays to its delivery the Supplier shall inform CCS or the Buyer (as applicable) of the reason for the delay, why it has or may occur and how long it will take to resolve.
- 2.11** The Supplier shall work with Subcontractors to ensure that appropriate Change deliverables and timelines are agreed, fully understood and implemented in accordance with the agreed Change as set out in the agreed Variation Form.
- 2.12** In the case of either a Tier 1: Fast Track Change or a Tier 2: Standard Change, the Supplier shall provide the Buyer with any additional information requested on an Open Book Data basis, including breakdowns of all costs associated with the proposed Change.
- 2.13** Any Charges Approved by the Buyer associated with delivering the Change shall be calculated using **table 4 at Annex 1 of Framework Schedule 3 (Framework Prices)**.

### **3. Implementing a Change**

- 3.1** Where a Change requires an Implementation Plan, the Variation Form shall include a draft Change Implementation Plan produced by the Supplier detailing at least, as a minimum, one Milestone marking the delivery of the applicable Change.
- 3.2** The Buyer will issue a Change Milestone Certificate when the Buyer has confirmed that they are satisfied that the relevant Change Milestone has been Achieved.
- 3.3** The Buyer will only accept the Change as being delivered once it has Approved the final Change Milestone of the Change Implementation Plan.
- 3.4** The Supplier must monitor its performance against the Change Implementation Plan and the agreed Change Milestones and report its progress to the Buyer.
- 3.5** The Supplier shall work with all Subcontractors to ensure that appropriate Change Deliverables and timelines are agreed, fully understood and implemented as set out in the agreed Variation Form.
- 3.6** Where there is a cost Approved for the delivery of a Change, the invoice for that Change can only be submitted for payment by the Supplier, either:
- once CCS or the Buyer has Approved the Change as having been completed satisfactorily and after the final Change Milestone Certificate has been issued; or

- in accordance with the Change Milestones agreed by CCS or the Buyer within the Impact Assessment.

## 4. Change Testing

4.1 Where CCS or the Buyer requires Testing as part of Change implementation, the Buyer and Supplier shall comply with Call-Off Schedule 13 (Implementation and Testing) Part B (Testing) when developing the Change Implementation Plan. The Buyer shall agree with the Supplier what and how the Call-Off Schedule 13 Part B (Testing) shall apply relative to the scope and impact of the Change and include this as part of any Change Milestone Criteria.

## 5. Change Delivery Reporting

5.1 The Supplier shall report upon the progress of all Variations and Changes made Monthly and this must include as a minimum:

- Performance against Service Levels;
- Any risks, issues and mitigations impacting the Change Implementation Plan and Change Milestones; and
- Forecast Expenditure on the Change versus Actual Expenditure on the Change and updated forecast total costs of the Change

Progress shall be reported to:

- CCS as part of the Supplier's MI and reporting obligations set out in Framework Schedule 5 (Management Charges and Information); and
- The Buyer as part of the Supplier's obligations to comply with Call-Off Schedule 1 (Transparency Reporting).

## 6. Changes permissible outside of the Change Control Procedure

6.1 Where the Buyer requires an Operational Change to an existing operational process or procedure performed by either the Supplier or its Subcontractor, for example, 'where Buyer internal policy &/or guidance is updated, resulting in the need to reflect that update in the Supplier guidance, this will not be a Change that requires the Parties to comply with the Change Control Procedure nor to follow the Variation Procedure unless the Operational Change incurs additional cost or materially impact on the Supplier's resources, in which case the Buyer shall comply with the Change Control Procedure.

6.2 Where the Buyer requires an Operational Change to be made, it shall submit a written request disclosing details of the proposed request for Operational Change and the proposed timescales for its completion.

6.3 The Supplier shall prepare a solution for consideration by and Approval of the Buyer, prior to implementation of it by a date agreed.

6.4 The Supplier shall not implement any Operational Change without the Approval of the Buyer.

## Joint Schedule 3 (Insurance Requirements)

### 1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
  - 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
  - 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
  - 1.2.1 maintained in accordance with Good Industry Practice;
  - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
  - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
  - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third-party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

### 2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
  - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
  - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
  - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

### **3. What happens if you aren't insured**

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

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

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

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

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

### **6. Cancelled Insurance**

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

### **7. Insurance claims**

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the 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.



### **Joint Schedule 3 (Insurance Requirements)**

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- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

### Joint Schedule 3 (Insurance Requirements)

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#### ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following insurance cover from their first Call Off Contract Start Date in accordance with this Schedule:

- 1.1 **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) – applicable to all 20 Lots; and
- 1.2 **public liability insurance, professional indemnity insurance, comprehensive crime insurance and cyber insurance** with cover (for a single event or a series of related events and in the aggregate) of, amongst other, amounts not less than those specified in the table below on a per Lot basis:

Lot No.	Service	Public Liability	Professional Indemnity	Comprehensive Crime	Cyber Insurance
6	Litigation England and Wales	£2m	£2m	£2m	£2m

## Joint Schedule 4 (Commercially Sensitive Information)

### 1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 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:

Date, Item(s) and Duration of Confidentiality
<p>Date: 18/08/2021</p> <p>Details:</p> <p>(5) Contract example certificate.</p> <p>Duration of confidentiality: Duration of the framework.</p> <p>Call-Off Contract</p> <p>Date 25/06/2025</p> <p>(1) Call Off Schedule 5 (Pricing Details)</p> <p>(2) Call Off Schedule 4 (Call Off Tender)</p> <p>(3) Reference to Personal Data in the Order Form, Joint Schedule 11 (Processing Data)</p> <p>Duration of confidentiality: 6 years from call-off contract expiry date.</p>

## Joint Schedule 5 (Corporate Social Responsibility)

### 1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.  
([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

### 2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
  - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
  - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

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

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

- 3.1 The Supplier:
  - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
  - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
  - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

#### **4. Income Security**

##### **4.1 The Supplier shall:**

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages:
  - a) as a disciplinary measure
  - b) except where permitted by law; or
  - c) without expressed permission of the worker concerned;

- 4.1.4 record all disciplinary measures taken against Supplier Staff; and
- 4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

## **5. Working Hours**

### **5.1 The Supplier shall:**

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
  - a) the extent;
  - b) frequency; and
  - c) hours worked;

by individuals and by the Supplier Staff as a whole;

### **5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.**

### **5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:**

- 5.3.1 this is allowed by national law;
- 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;  
appropriate safeguards are taken to protect the workers' health and safety; and
- 5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

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

## **6. Sustainability**

### **6.1 The supplier shall meet the applicable Government Buying Standards applicable to 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)

### 1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer **(with whom it has entered into a Call Off Agreement and/ or Lease Agreement)** and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
  - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
  - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
  - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
  - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
  - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
  - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
  - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
  - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and

## **Joint Schedule 6 (Key Subcontractors)**

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- 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
- 1.5** If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
  - 1.5.1 a copy of the proposed Key Sub-Contract; and
  - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6** The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
  - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
  - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
  - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
  - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
  - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
    - (a) the data protection requirements set out in Clause 14 (Data protection);
    - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
    - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
    - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
    - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
  - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
  - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.



# Joint Schedule 7 (Financial Difficulties)

## 1. Definitions

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

<b>"Credit Rating Threshold"</b>	the minimum credit rating level for the Monitored Company as set out in Annex 2 and
<b>"Financial Distress Event"</b>	<p>the occurrence or one or more of the following events:</p> <ul style="list-style-type: none"> <li>a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;</li> <li>b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;</li> <li>c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;</li> <li>d) Monitored Company committing a material breach of covenant to its lenders;</li> <li>e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or</li> <li>f) any of the following: <ul style="list-style-type: none"> <li>i. commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;</li> <li>ii. non-payment by the Monitored Company of any financial indebtedness;</li> <li>iii. any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or</li> </ul> </li> </ul>

## Joint Schedule 7 (Financial Difficulties)

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	<p>iv. the cancellation or suspension of any financial indebtedness in respect of the Monitored Company</p> <p>in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;</p>
<b>"Financial Distress Service Continuity Plan"</b>	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;
<b>"Monitored Company"</b>	Supplier
<b>"Rating Agencies"</b>	the rating agencies listed in Annex 1.

### 2. When this Schedule applies

2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

2.2 The terms of this Schedule shall survive:

2.2.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and

2.2.2 under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

### 3. What happens when your credit rating changes

3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.

3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of

## Joint Schedule 7 (Financial Difficulties)

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the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

A	is the value at the relevant date of all cash in hand and at the bank of the Monitored Company];
B	is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date;
C	is the value at the relevant date of all account receivables of the Monitored]; and
D	is the value at the relevant date of the current liabilities of the Monitored Company].

### 3.4 The Supplier shall:

- 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

## 4. What happens if there is a financial distress event

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

4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not

## Joint Schedule 7 (Financial Difficulties)

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exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

- 4.2.1 rectify such late or non-payment; or
- 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.

4.3 The Supplier shall and shall procure that the other Monitored Companies shall:

- 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and
- 4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:
  - a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
  - b) provide such financial information relating to the Monitored Company as CCS may reasonably require.

4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.

4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:

- 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;

## **Joint Schedule 7 (Financial Difficulties)**

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- 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
- 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.4.6.
- 4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

### **5. When CCS or the Buyer can terminate for financial distress**

- 5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:
  - 5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;
  - 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
  - 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.
- 5.2 If the Contract is terminated in accordance with Paragraph 5.1, Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

### **6. What happens If your credit rating is still good**

- 6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
  - 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
  - 6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

## **ANNEX 1: RATING AGENCIES**

Dun & Bradstreet

Threshold: D&B Risk Indicator 2

## ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

### Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	D&B Risk Indicator 1

## Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[ <b>Guidance:</b> Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[ <b>add</b> date (minimum 10 days from request)]		
Signed by [CCS/Buyer] :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[ <b>add</b> cause]		
Anticipated impact assessment:	[ <b>add</b> impact]		
Actual effect of Default:	[ <b>add</b> effect]		
Steps to be taken to rectification:	<b>Steps</b>	<b>Timescale</b>	
	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	<b>Steps</b>	<b>Timescale</b>	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	



**Joint Schedule 10 (Rectification Plan)**

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Signed by the Supplier:		Date:	
<b>Review of Rectification Plan [CCS/Buyer]</b>			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

## Joint Schedule 11 (Processing Data)

### Definitions

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

**“Data Subject Rights Request”** A request made by a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access their Personal Data;

**“Processor Personnel”** all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub Processor engaged in the performance of its obligations under a Contract;

### Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

### Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. 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:

## Joint Schedule 11 (Processing Data)

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- (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Personal Data Breach;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that :
    - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
    - (ii) 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:
      - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
      - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
      - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
      - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;

## **Joint Schedule 11 (Processing Data)**

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- (d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) 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
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
    - (v) this obligation extends to any Sub-Contractor which processes Personal Data on behalf of the Controller.
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 7.** Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) 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
  - (f) becomes aware of a Personal Data Breach.
- 8.** Where the Processor receives a Data Subject Rights Request (as defined in Articles 15 to 22 of UK GDPR) from a Data Subject in relation to information which it is holding on behalf of the other Party, it shall (and shall procure that its SubContractors shall:

## **Joint Schedule 11 (Processing Data)**

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- 8.1. transfer the request to the Controller as soon as practicable after receipt and in any event within two (2) Working Days of receiving the Data Subject Rights Request;
  - 8.2. provide the Controller with a copy of all information in its possession or power in the form that the Controller requires within ten (10) Working Days (or such other period as may be instructed by the Controller) of the Controller requesting that information; and
  - 8.3. provide all necessary assistance as reasonably requested to enable the Controller to respond to the Data Subject Rights Request within the time for compliance set out in UK GDPR.
- 9.** The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- 10.** Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - (e) 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.
- 11.** The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

## **Joint Schedule 11 (Processing Data)**

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- 12.** The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 13.** The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 14.** The Processor shall comply with the latest Data Protection Legislation as published.
- 15.** The Processor shall comply with the latest government Caldicott Principles <https://www.gov.uk/government/publications/the-caldicott-principles>
- 16.** The Processor shall be registered with the Information Commissioner's Office list of fee payers.
- 17.** The Processor shall comply with transparency requirements set out under Article 13 and 14 of the UK GDPR and ensure that it has an up-to-date privacy notice available on its website.
- 18.** The Processor, and any Subprocessors, shall ensure Personal Data is encrypted in transit and at rest as set out in paragraph 10 of Joint Schedule 9 (Security Requirements).
- 19.** The Processor, and any Subprocessors, shall have cyber-attack insurance as set out in Joint Schedule 3 (Insurance Requirements).
- 20.** Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
  - (a) notify the Controller in writing of the intended Sub-processor and Processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Sub-processor
  - (d) provide assurance to the Controller that the Subprocessor will not process Controller Personal Data outside of the UK;
  - (e) if the scope of services covers international debt collection services; provide assurance to the Controller that the Processor and any Subprocessor will process Personal Data outside of the UK subject to appropriate safeguards as specified under Data Protection Legislation as agreed by the Controller
  - (f) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 21.** The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 22.** The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable

## **Joint Schedule 11 (Processing Data)**

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controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

23. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
24. The Supplier shall confirm at Annex 1 any use of Customer Personal Data which will be processed via artificial intelligence (AI) or machine learning, including train and test AI and/or machine learning. These uses must comply with the latest data protection legislation published and UK Government and ICO guidance.

### **Where the Parties are Joint Controllers of Personal Data**

25. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

### **Independent Controllers of Personal Data**

26. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
27. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
28. Where a Party has provided Personal Data to the other Party in accordance with paragraph 25 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
29. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
30. The Parties shall only provide Personal Data to each other:
  - (a) to the extent necessary to perform their respective obligations under the Contract;

## Joint Schedule 11 (Processing Data)

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- (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - (c) where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK and/or the EEA, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
    - (i) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
    - (ii) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as determined by the non-transferring Party which could include the parties entering into:
      - (A) where the transfer is subject to UK GDPR:
        - 1) the UK International Data Transfer Agreement (the “**IDTA**”), as published by the Information Commissioner’s Office or such updated version of such IDTA as is published by the Information Commissioner’s Office under section 119A(1) of the DPA 2018 from time to time; or
        - 2) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the “**EU SCCs**”), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the “**Addendum**”) as published by the Information Commissioner's Office from time to time; and/or
      - (B) where the transfer is subject to EU GDPR, the EU SCCs;
- as well as any additional measures determined by the non-transferring Party being implemented by the importing party;
- (iii) the Data Subject has enforceable rights and effective legal remedies;
  - (iv) the transferring Party 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 non-transferring Party in meeting its obligations); and
- (v) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
- (d) where it has recorded it in Annex 1 (*Processing Personal Data*).
- 31.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 32.** A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 33.** Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
- (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
- (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
- (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

## **Joint Schedule 11 (Processing Data)**

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- 34.** Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 35.** Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- 36.** Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
- 37.** Notwithstanding the general application of paragraphs 2 to 23 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 25 to 36 of this Joint Schedule 11.

## Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1.1.1 The contact details of the Relevant Authority's Data Protection Officer are: [REDACTED]

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]

1.1.1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>Litigation Services</b></p> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"><li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li><li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</li><li>• The processing of Personal Data and Data Subjects to enable the Supplier to co-ordinate litigation services in respect of a variety of debt types (in accordance with the terms and conditions of the RM6226 Debt Resolution Framework</li></ul>
Duration of the Processing	<p><b>Litigation Services</b></p> <p>For the duration of this Contract, retention periods of the records are as follows:</p> <ul style="list-style-type: none"><li>• <b>Debt written off:</b></li></ul> <p>7 years from the end of the relevant year</p> <ul style="list-style-type: none"><li>• <b>Debt paid:</b></li></ul>

**Joint Schedule 11 (Processing Data)**

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	7 years from when the debt is paid from the end of relevant financial year
Nature and purposes of the Processing	<p><b>Litigation Services</b></p> <p>The following operations:</p> <p>Collection, recording, organisation, structuring, storage, adaption/alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available (only to permitted parties within the terms of the contract), alignment/combination, restriction, and erasure or destruction of data (whether or not by automated means)</p> <p>For the following purposes:</p> <p>Debt pursuit activities (contacting Customers by the method of communication agreed by the Relevant Authority; entering into time to pay arrangements with Customers; taking payments from Customers in settlement of their debts; paying over and accounting for those payments to the Relevant Authority department</p>
Type of Personal Data	<p><b>Litigation Services</b></p> <ul style="list-style-type: none"><li>• Surname</li><li>• Forename</li><li>• Address</li><li>• Email address (if known)</li><li>• Date of birth (if known)</li><li>• Date of Death (if applicable)</li><li>• Debt Dates</li><li>• Debt value</li><li>• Debt description</li><li>• Revised award details / date (NHS Pensions and Injury Benefit Scheme only)</li><li>• Last known contact telephone number if any.</li><li>• Last known email address if any.</li><li>• Copies of any invoices or signed declarations if applicable</li><li>• Overpayment value (NHS Pensions, Injury Benefit Scheme and Pensions Annual Allowance Compensation Charge Scheme (PAACCS) only)</li><li>• Status of membership (active, deferred, deceased)</li><li>• Bank details</li><li>• Payslip details (NHS Pensions only)</li></ul>

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Categories of Data Subject	<b>Litigation Services</b> <ul style="list-style-type: none"><li>• NHS Patient Debtors</li><li>• Members of the Public</li><li>• Students</li><li>• Pensioners</li><li>• Staff</li><li>• Elderly and vulnerable subjects</li><li>• GP Practice, Local Authority or any other organisation who may be a debtor to the Relevant Authority</li></ul>
Location of processing	UK only. Refer to 20 (e) above if international debt is in scope
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	<b>Litigation Services</b> <p>At the written direction of the Controller on termination of the relevant Contract, Customer Data and Personal Data (and any copies of it) will be provided to the Controller in accordance with the provisions of Call Off Schedule 10 (Exit Management) unless the Controller is required by Law to retain any Customer Data or Personal Data or is required to process an erasure request under UK GDPR requirements.</p>

**Annex 2 - Joint Controller Agreement – NOT USED**

## Joint Schedule 12 (Supply Chain Visibility)

### 1. Definitions

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

<b>"Contracts Finder"</b>	the Government's publishing portal for public sector procurement opportunities;
<b>"SME"</b>	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
<b>"Supply Chain Information Report Template"</b>	the document at Annex 1 of this Schedule 12; and
<b>"VCSE"</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

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

2.1 The Supplier shall:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
- 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and
- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

**3. Visibility of Supply Chain Spend**

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
  - (a) the total contract revenue received directly on the Contract;
  - (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
  - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.



## **Annex 1**

### **Supply Chain Information Report template**



Joint Schedule 12 -  
Supply Chain Visibility

## Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

Crown Copyright 2018

## Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

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

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**Annex A: List of Transparency Reports**

<b>Title</b>	<b>Content</b>	<b>Format</b>	<b>Frequency</b>
Performance Management		PDF	Monthly
Key Performance Indicators		PDF	Monthly
Call-Off Contract Charges		PDF	Monthly
Key Subcontractors		PDF	Monthly

The Supplier will agree with the Buyer the Transparency Reports required through the term of the Contract which may incorporate information from the areas set out in the table above. Agreement to the Transparency Reports will not be unreasonably withheld by the Supplier. Please note, the above is not an exhaustive list.

## Call-Off Schedule 2 (Staff Transfer)

### 1. Definitions

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

<b>"Acquired Rights Directive"</b>	the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
<b>"Employee Liability"</b>	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:
	a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
	b) unfair, wrongful or constructive dismissal compensation;
	c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
	d) compensation for less favourable treatment of part-time workers or fixed term employees;
	e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;

**Call-Off Schedule 2 (Staff Transfer)**

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	f) employment claims whether in tort, contract or statute or otherwise;
	g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
<b>"Former Supplier"</b>	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
<b>"New Fair Deal"</b>	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including: <ul style="list-style-type: none"><li>a) any amendments to that document immediately prior to the Relevant Transfer Date; and</li><li>b) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;</li></ul>
<b>"Old Fair Deal"</b>	HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;
<b>"Partial Termination"</b>	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
<b>"Relevant Transfer"</b>	a transfer of employment to which the Employment Regulations applies;
<b>"Relevant Transfer Date"</b>	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees

**Call-Off Schedule 2 (Staff Transfer)**

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	because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
<b>"Staffing Information"</b>	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <p>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</p>
	<p>(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;</p>
	<p>(c) the identity of the employer or relevant contracting Party;</p>
	<p>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</p>
	<p>(e) their wages, salaries, bonuses and profit-sharing arrangements as applicable;</p>
	<p>(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;</p>
	<p>(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);</p>
	<p>(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long-term absence;</p>
	<p>(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant</p>

**Call-Off Schedule 2 (Staff Transfer)**

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	standard contracts if applied generally in respect of such employees); and
	(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
<b>"Supplier's Final Supplier Personnel List"</b>	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
<b>"Supplier's Provisional Supplier Personnel List"</b>	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
<b>"Term"</b>	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
<b>"Transferring Buyer Employees"</b>	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
<b>"Transferring Former Supplier Employees"</b>	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

**2. INTERPRETATION**

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off

## **Call-Off Schedule 2 (Staff Transfer)**

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Contract, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

- 2.4 No Third-Party Beneficiary may enforce, or take any step to enforce, any Third-Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third-Party Beneficiary.

### **3. Which parts of this Schedule apply**

Only the following parts of this Schedule shall apply to this Call Off Contract:

- Part C (No Staff Transfer on the Start Date)
- Part E (Staff Transfer on Exit)



## **Part A: Staff Transfer at the Start Date – NOT USED**

## **Part B: Staff transfer at the Start Date**

### **Transfer from a Former Supplier – NOT USED**

## Part C: No Staff Transfer on the Start Date

### 1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
  - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
  - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier), the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
  - 1.4.1 no such offer of employment has been made;
  - 1.4.2 such offer has been made but not accepted; or
  - 1.4.3 the situation has not otherwise been resolved;the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
  - 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the

## Call-Off Schedule 2 (Staff Transfer)

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- Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
- 1.8.1 shall not apply to:
- a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
- b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

## **Call-Off Schedule 2 (Staff Transfer)**

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- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

## **2. Limits on the Former Supplier's obligations**

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

## **Part D: Pensions – NOT USED**

## Part E: Staff Transfer on Exit

### 1. Obligations before a Staff Transfer

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
- 1.1.3 the date which is 12 Months before the end of the Term; and
- 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.

1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):

:

- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and

## Call-Off Schedule 2 (Staff Transfer)

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- expertise and is employed on the same terms and conditions of employment as the person he/she replaces
  - 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
  - 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
  - 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
  - 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
  - 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.
- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
  - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
  - 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
  - 1.6.4 a description of the nature of the work undertaken by each employee by location.



## **Call-Off Schedule 2 (Staff Transfer)**

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- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

## **2. Staff Transfer when the contract ends**

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued

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but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

- 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
- 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:
  - a) any collective agreement applicable to the Transferring Supplier Employees; and/or
  - b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
  - b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

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- 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
  - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
  - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:
  - 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
  - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
  - 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of

## Call-Off Schedule 2 (Staff Transfer)

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- becoming aware of that fact, notify the Buyer and the Supplier in writing; and
- 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
- 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
- 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer has been made:
  - 2.7.2 such offer has been made but not accepted; or
  - 2.7.3 the situation has not otherwise been resolved
- the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
- 2.9.1 shall not apply to:
    - a) any claim for:
      - i. discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
      - ii. equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

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In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

- b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date.

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- b) the Supplier and/or any Subcontractor; and
- c) the Replacement Supplier and/or the Replacement Subcontractor.

2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

## **Call-Off Schedule 2 (Staff Transfer)**

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- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
- 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
  - a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
  - b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
- 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions;

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- a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
    - b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
  - 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
  - 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

## Call-Off Schedule 3 (Continuous Improvement)

### 1. Buyer's Rights

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

### 2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 2.3.1 identifying the emergence of relevant new and evolving technologies;
  - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
  - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1<sup>st</sup>) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.



### **Call-Off Schedule 3 (Continuous Improvement)**

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- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
- 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
  - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1<sup>st</sup>) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

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

Call-Off Ref:

Crown Copyright 2018

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

### Call-Off Schedule 5 (Pricing Details)

Call-Off Ref: Crown Copyright 2018

### Call-Off Schedule 5 (Pricing Details)

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### Call-Off Schedule 5 (Pricing Details)

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## Call-Off Schedule 6 (ICT Services)

### 1. Definitions

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

<b>"Buyer Software"</b>	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
<b>"Defect"</b>	any of the following: a) any error, damage or defect in the manufacturing of a Deliverable; or b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or
	c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;
<b>"Emergency Maintenance"</b>	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

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<b>"Licensed Software"</b>	all and any Software licensed by or through the Supplier, its Subcontractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;
<b>"Maintenance Schedule"</b>	has the meaning given to it in Paragraph 8 of this Schedule;
<b>"New Release"</b>	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
<b>"Open Source Software"</b>	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
<b>"Operating Environment"</b>	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:  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; or  c) where any part of the Supplier System is situated;
<b>"Permitted Maintenance"</b>	has the meaning given to it in Paragraph 8.2 of this Schedule;
<b>"Quality Plans"</b>	has the meaning given to it in Paragraph 6.1 of this Schedule;
<b>"Sites"</b>	has the meaning given to it in Joint Schedule 1 (Definitions), and for the purposes of this Call Off Schedule shall also include any premises (i) from, to or at which physical interface with the Buyer System takes place or (ii) where any part of the Supplier System is situated;

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<b>"Software"</b>	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
<b>"Software Supporting Materials"</b>	has the meaning given to it in Paragraph 9.1 of this Schedule;
<b>"Source Code"</b>	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
<b>"Specially Written Software"</b>	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

**2. When this Schedule should be used**

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

**3. Buyer due diligence requirements**

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

- 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
- 3.1.2. operating processes and procedures and the working methods of the Buyer;
- 3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
- 3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

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

## **Call-Off Schedule 6 (ICT Services)**

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- 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
- 3.2.2. the actions needed to remedy each such unsuitable aspect; and
- 3.2.3. a timetable for and the costs of those actions.

### **4. Licensed software warranty**

#### **4.1. The Supplier represents and warrants that:**

- 4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Subcontractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
- 4.1.2. all components of the Specially Written Software shall:
  - 4.1.2.1. be free from material design and programming errors;
  - 4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and
  - 4.1.2.3. not infringe any IPR.

### **5. Provision of ICT Services**

#### **5.1. The Supplier shall:**

- 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
- 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3. ensure that the Supplier System will be free of all encumbrances;
- 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
- 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

### **6. Standards and Quality Requirements**

- 6.1.** The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or

any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").

- 6.2.** The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3.** Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4.** The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
  - 6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
  - 6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
  - 6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

## **7. ICT Audit**

- 7.1.** The Supplier shall allow any auditor access to the Supplier premises to:
  - 7.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
  - 7.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
  - 7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

## **8. Maintenance of the ICT Environment**

- 8.1.** If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2.** Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
  - 8.2.1. The Supplier shall give as much notice as reasonably practicable to the Buyer prior to carrying out any Permitted Maintenance which impacts the extract being provided to the Buyer.
- 8.3.** The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance which impacts the extract being provided to the Buyer.

- 8.4.** The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

## **9. Intellectual Property Rights in ICT**

### **9.1. Assignments granted by the Supplier: Specially Written Software**

- 9.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
- 9.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
  - 9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
- 9.1.2. The Supplier shall:
- 9.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
  - 9.1.2.2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
  - 9.1.2.3. without prejudice to Paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is

necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

- 9.1.3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

**9.2. Licences for non-COTS IPR from the Supplier and third parties to the Buyer**

- 9.2.1. Unless the Buyer gives its Approval the Supplier must not use any:
- a) of its own Existing IPR that is not COTS Software;
  - b) third party software that is not COTS Software
- 9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grants to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.
- 9.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:
- 9.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
  - 9.2.3.2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.
- 9.2.4. Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
- 9.2.5. The Supplier may terminate a licence granted under Paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

### **9.3. Licenses for COTS Software by the Supplier and third parties to the Buyer**

- 9.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
  - 9.3.4.1. will no longer be maintained or supported by the developer; or
  - 9.3.4.2. will no longer be made commercially available

### **9.4. Buyer's right to assign/novate licences**

- 9.4.1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Paragraph 9.2 (to:
  - 9.4.1.1. a Central Government Body; or
  - 9.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
- 9.4.2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

### **9.5. Licence granted by the Buyer**

- 9.5.1. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

### **9.6. Open Source Publication**



## Call-Off Schedule 6 (ICT Services)

Call-Off Ref: Crown Copyright 2018

- 9.6.1. Unless the Buyer otherwise agrees in advance in writing (and subject to Paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:
  - 9.6.1.1. suitable for publication by the Buyer as Open Source; and
  - 9.6.1.2. based on Open Standards (where applicable),and the Buyer may, at its sole discretion, publish the same as Open Source.
- 9.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:
  - 9.6.2.1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;
  - 9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;
  - 9.6.2.3. do not contain any material which would bring the Buyer into disrepute;
  - 9.6.2.4. can be published as Open Source without breaching the rights of any third party;
  - 9.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and
  - 9.6.2.6. do not contain any Malicious Software.
- 9.6.3. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:
  - 9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
  - 9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software

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

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and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

10. Supplier-Furnished Terms – NOT USED

## **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

**Call-Off Schedule 7 (Key Supplier Staff)**

Call-Off Ref: Crown Copyright 2018

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.

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

### 1. Definitions

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

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

### 2. BCDR Plan

- 2.1 The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 Within ninety (90) Working Days after the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR**

- Plan**”), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
  - 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
- 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
  - 2.3.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and
  - 2.3.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 3. General Principles of the BCDR Plan (Section 1)**
- 3.1 Section 1 of the BCDR Plan shall:
- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
  - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
  - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
  - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
  - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
  - 3.1.6 contain a risk analysis, including:
    - a) failure or disruption scenarios and assessments of likely frequency of occurrence;
    - b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;

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

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- c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
- d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
  - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
  - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
  - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
  - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

## **4. Business Continuity (Section 2)**

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
  - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and

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

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- 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
  - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
  - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
  - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
  - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

### **5. Disaster Recovery (Section 3)**

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
  - 5.2.1 loss of access to the Buyer Premises;
  - 5.2.2 loss of utilities to the Buyer Premises;
  - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
  - 5.2.4 loss of a Subcontractor;
  - 5.2.5 emergency notification and escalation process;
  - 5.2.6 contact lists;
  - 5.2.7 staff training and awareness;
  - 5.2.8 BCDR Plan testing;
  - 5.2.9 post implementation review process;
  - 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
  - 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;



5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

## **6. Review and changing the BCDR Plan**

6.1 The Supplier shall review the BCDR Plan:

6.1.1 on a regular basis and as a minimum once every twelve (12) Months;

6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and

6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

## **7. Testing the BCDR Plan**

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

## **8. Invoking the BCDR Plan**

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

## **9. Circumstances beyond your control**

- 9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

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### Call-Off Schedule 9 (Security Requirement) Crown Copyright 2021

## Call-Off Schedule 9 (Security Requirements)

### 1. Definitions

In this Schedule, the following definitions shall apply and be supplemental to those in Joint Schedule 1 (Definitions):

"Accreditation"	the assessment of the Core Information Management System in accordance with Part C of this Schedule by the Buyer or an independent information risk manager/professional appointed by the Buyer, which results in an Accreditation Decision;
"Accreditation Decision"	is the decision of the Buyer, taken in accordance with the process set out in Paragraph 4 of Part C of this Schedule, to issue the Supplier with a Risk Management Approval Statement or a Risk Management Rejection Notice in respect of the Core Information Management System;
"Accreditation Plan"	the Supplier's plan to attain an Accreditation Approval Statement from the Buyer, which is prepared by the Supplier and Approved by the Buyer in accordance with Part C of this Schedule;
"Anti-Malicious Software"	Software that scans for and identifies possible Malicious Software in the ICT Environment;
"Breach of Security"	<p>the occurrence of:</p> <ul style="list-style-type: none"><li>(a) any unauthorised access to or use of the Services, the Sites, the Supplier System, and/or any information or data (including the Confidential Information and the Government Data) used by the Buyer, the Supplier or any Subcontractor in connection with this Call-Off Contract;</li><li>(b) the loss (physical or otherwise) and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including copies of such information or data, used by the Buyer, the Supplier and/or any Subcontractor in connection with this Call-Off Contract; and/or</li><li>(c) any part of the Supplier System ceasing to be compliant with the Certification Requirements,</li></ul>

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

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	in each case as more particularly set out in the Security Requirements in Framework Schedule 1 (Specification) and the Order Form and the Security Requirements;
"Certification Requirements"	the requirements set out in Part E of this Schedule;
"CHECK Service Provider"	a company which has been certified by the National Cyber Security Centre, holds "Green Light" status and is authorised to provide the ITHC Services required by the Paragraph 4.2 of Part C of this Schedule;
"CIMS Subcontractor"	a Subcontractor that provides or operates the whole, or a substantial part, of the Core Information Management System;
"Core Information Management System"	those information assets, ICT systems and/or Sites which will be used by the Supplier and/or its Subcontractors to Process Government Data, together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources) which the Buyer has determined in accordance with the Security Requirements;
General Security Requirements	the Security Requirements that shall apply to any Supplier and / or Subcontractor that processes Personal Data;
"Higher Risk Subcontractor"	<p>a Subcontractor that Processes Government Data, where that data includes either:</p> <p>(a) the Personal Data of 1000 or more individuals in aggregate during the period between the Call-Off Start Date and the End Date; or</p> <p>(b) Special Category Personal Data, other than information about the access or dietary requirements of the individuals concerned;</p>
"IT Health Check" (ITHC)	has the meaning given Paragraph 4.2 of Part C of this Schedule;
Incident Management Process	is the process which the Supplier shall implement immediately after it becomes aware of a Breach of Security which is intended to restore normal operations as quickly as possible, minimising any adverse impact on the Government Data, the Buyer, the Services and/or users of the Services

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		and which shall be prepared by the Supplier in accordance with Paragraph 13.2 of Part A of this Schedule and as set out by the Supplier and Approved by the Buyer within the template set out in Section 23 of Appendix 1 of this Schedule;
"Information Assessment"	Assurance	is the set of policies, procedures, systems and processes which the Supplier shall implement, maintain and update in accordance with Part B of this Schedule in order to manage, mitigate and, where possible, avoid information security risks including cyber-attacks, hacks, data leaks, Personal Data Breaches and/or theft and which shall be prepared by the Supplier using the template set out in Appendix 1 of this Schedule;
"Information System"	Management	the Core Information Management System and the Wider Information Management System;
"Information Security Statement"	Approval	a notice issued by the Buyer which sets out the information risks which the Supplier has identified as being associated with using the Information Management System and confirms that the Buyer: (i) is satisfied that the identified risks have been adequately and appropriately addressed; (ii) the Buyer has accepted the residual risks; and (iii) the Supplier may use the Information Management System to Process Government Data;
"Malicious Software"		any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Medium Risk Subcontractor"		<p>a Subcontractor that Processes Government Data, where that data</p> <p>(a) includes the Personal Data of between 100 and 999 individuals (inclusive) in the period between the Call-Off Start Date and the End Date; and</p> <p>(b) does not include Special Category Personal Data, other than information about the access or dietary</p>

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	requirements of the individuals concerned;
"Required Changes Register"	<p>is a register which forms part of the Risk Management Documentation which records each of the changes that the Supplier has agreed with the Buyer to be made to the Core Information System and/or the Security Management Plan as a consequence of the occurrence of any of the events set out in the following Paragraphs within:</p> <ul style="list-style-type: none"><li>• 1.3 of Part B;</li><li>• 4 of Part C;</li><li>• 3 of Part D;</li></ul> <p>together with the date on which each change shall be implemented and the date on which each change was implemented;</p>
"Risk Management Approval Statement"	a notice issued by the Buyer which sets out the information risks associated with using the Core Information Management System and confirms that the Buyer is satisfied that the identified risks have been adequately and appropriately addressed and that the residual risks are understood and accepted by the Buyer;
"Risk Management Documentation"	is the information and supporting documentation that the Supplier develops and provides to the Buyer when completing section 11 of the Security Management Plan;
"Risk Management Reject Notice"	has the meaning given in Paragraph 4.8.2;
"Security Management Plan"	comprises all information required from the Supplier in order to demonstrate compliance with the Security Requirements that must be presented in the templates set out in Appendix 1;
Security Requirements	the security requirements that the Supplier and each Subcontractor must comply with during the Contract Period as set out in the this Schedule;
"Security Test"	has the meaning given Paragraphs 4 in Part C and Part D of this Schedule;
Security Working Group	the meeting led by the Buyer (or their agent) with the Supplier to discuss the Security Management Plan and any risks, issues and controls the Supplier has put into place to ensure they are delivering the Security Requirements. The timing, required attendees and periodicity of

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	the meetings will be defined by the Buyer during implementation, but should be no less than quarterly and should include the Supplier's Staff with the relevant expertise;
"Special Category of Personal Data"	the categories of Personal Data set out in Article 9(1) of GDPR;
"Statement of Information Risk Appetite"	the document that sets-out the type and level of risk that the Buyer is prepared to accept;
"Subcontractor Security Requirements"	any Security Requirements that must be delivered by Subcontractors;
"Vulnerability Correction Plan"	has the meaning given in Paragraph Part C Paragraph 4.3.3.1 of this Schedule;
"Wider Information Management System"	those information assets, ICT systems and/or Sites which will be used by the Supplier and/or its Subcontractors to Process Government Data which have not been determined by the Buyer to form part of the Core Information Management System together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources).

## 2. Part A Introduction

### 2.1. This Schedule sets out:

- 2.1.1. the arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under this Call-Off Contract to ensure the security of Government Data, the Services and the Information Management System;
- 2.1.2. the Certification Requirements applicable to the Supplier and each of those Subcontractors which Processes Government Data;
- 2.1.3. the Security Requirements with which the Supplier must comply, which are dependent upon the applicable Lot(s) awarded to the Supplier under the Framework Contract;
- 2.1.4. the tests which the Supplier shall conduct on the Information Management System during the Term;
- 2.1.5. the Supplier's obligations to:
  - 2.1.5.1. return or destroy Government Data on the expiry or earlier termination of this Call-Off Contract; and
  - 2.1.5.2. prevent the introduction of Malicious Software into the Supplier System and to scan for, contain the spread of, and minimise the impact of Malicious Software which is introduced into the Supplier System in Paragraph 8; and

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2.1.5.3. report Breaches of Security to the Buyer.

2.1.6. the applicable Tier of Security Requirements required to be complied with by the Supplier are summarised in Table 1 below:

**Table 1:**

Tier	Lot	Summary Security Requirements	Certification Requirements
1.	1	<u>General Security Requirements (Part B) plus PSC Accreditation (Part C)</u>  The Supplier is also required to:  a) ensure that terms and conditions no less onerous than those outlined in Part D of this Schedule are also flowed down within it's Subcontracts with Subcontractors; b) ensure that it's Subcontractors comply with the Security Requirements; and c) provide all documentation relating to the Subcontractors delivery of the Security Requirements including the Subcontractors Security Management Plans, to the Buyer immediately upon written request .	ISO 27001 and Cyber Essentials (CE) + and PCI-DSS
2.	5, 6, 7, 20	<u>General Security Requirements (Part A) plus PSC Assurance (Part D) for Lot 20</u>  The Supplier is also required to:  a) ensure that terms and conditions no less onerous than those outlined in Part D of this Schedule are also flowed down within it's Subcontracts with Subcontractors; b) ensure that it's Subcontractors comply with the Security Requirements; and c) provide all documentation relating to the Subcontractors delivery of the Security Requirements including the Subcontractors Security Management Plans, to the Buyer immediately upon written request.	ISO 27001 and CE+ and PCI-DSS
3.	2, 3, 8, 9, 10, 11, 12, 13, 14	<u>General Security Requirements (Part B)</u>	ISO 27001 and CE+
4.	4, 15, 16, 17, 18, 19	<u>General Security Requirements (Part B) when handling Personal Data, otherwise N/A</u>	CE

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#### 3. Principles of Security

- 3.1. The Supplier acknowledges that the Buyer places great emphasis on the confidentiality, integrity and availability of the Government Data and, consequently on the security of:
  - 3.1.1. the Sites;
  - 3.1.2. the Supplier System;
  - 3.1.3. the Information Management System, Core information Management System and Wider Information Management System, as applicable; and
  - 3.1.4. the Services.
- 3.2. Notwithstanding the involvement of the Buyer in assessing the arrangements which the Supplier shall implement in order to ensure the security of the Government Data and the Information Management System, the Supplier shall be, and shall remain, responsible for:
  - 3.2.1. the security, confidentiality, integrity and availability of the Government Data whilst that Government Data is under the control of the Supplier or any of its Subcontractors; and
  - 3.2.2. the security of the Information Management System.
- 3.3. The Supplier shall:
  - 3.3.1. comply with the Security Requirements in this Schedule; and
  - 3.3.2. ensure that each Subcontractor that Processes Government Data complies with the Subcontractor Security Requirements in this Schedule.
- 3.4. The Supplier shall provide the Buyer with access to Supplier Staff responsible for information assurance to facilitate the Buyer's assessment of the Supplier's compliance with its obligations set out in this Schedule at reasonable times on reasonable notice.
- 3.5. The Buyer may at its sole discretion appoint an agent to act on its behalf with regards to its engagement with the Supplier regarding the Security Requirements.

### Part B General Security Requirements

#### 1. The Security Management Plan

- 1.1 The Security Management Plan includes details of each of the tasks which must be completed by the Supplier, Milestones which must be Achieved and the Buyer responsibilities which must be completed in order for the Supplier to receive a Risk Management Approval Statement.
- 1.2 The Supplier shall complete the Security Management Plan Template (Appendix 1) detailing how they will deliver the Security Requirements and the necessary information required for the applicable Tier(s) for the Lot(s) awarded to the Supplier. Any element that does not apply or only partially applies should be explained within the Template. If a Supplier is delivering

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Services in respect of more than 1 Lot, it must complete a separate Security Risk Management Template for each Lot.

- 1.3 Where there has been a Variation or Change to the Services which affects any aspect of the Security Requirements, CCS and the relevant Buyers must be notified immediately in writing of this fact and the extent of its effect or believed effect on the Security Requirements and / or the Tier of the Security Requirements that the Supplier should apply to the Service (actual or potential).
- 1.4 The Supplier shall complete the Security Management Plan to demonstrate and document how they comply with the Security Requirements. A draft Security Management Plan shall be made available to the Buyer prior to the Call-Off Contract Effective Date unless already Approved by the Buyer.
- 1.5 The Security Management Plan should be provided to the Buyer in accordance with the Buyer's requirements and as set out within the Implementation Plan, but in any case, unless already Approved by the Buyer, this should be prior to the Service Effective Date.

#### 2. **Security Classification of Information**

- 2.1 If the provision of the Services requires the Supplier to Process Government Data which is classified as: OFFICIAL-SENSITIVE, the Supplier shall implement such additional measures as agreed with the Buyer from time to time in order to ensure that such information is safeguarded in accordance with the applicable Standards.

#### 3. **End User Devices**

- 3.1 The Supplier shall ensure that any Government Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer, except where the Buyer has already Approved a suitable alternative arrangement.
- 3.2 The Supplier shall ensure that any device which is used to Process Government Data meets all of the Security Requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>
- 3.3 The Supplier must ensure that their EUD's require all Supplier Staff to authenticate themselves before gaining access to the device. All the Supplier's EUD's must encrypt all data at rest using a reputable full disk encryption solution that has been formally assured through a recognised certification process agreed with the Buyer, except where the Buyer has already Approved a suitable alternative arrangement. The Supplier's EUD's must be configured to automatically lock the screen after a period of inactivity and this must be agreed with the Buyer in writing.

#### 4. **Location of Government Data**

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- 4.1 The Supplier shall not and shall procure that none of its Subcontractors Process Government Data outside the UK without the Approval of the Buyer, which may be subject to conditions and that it shall comply with Joint Schedule 11 (Processing Data).
5. **Vulnerabilities and Corrective Action**
- 5.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the Information Management System will be discovered which unless mitigated will present an unacceptable risk to the Government Data.
- 5.2 The severity of vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability.
- 5.3 The Supplier shall utilise scoring according to the agreed method in the Security Management Plan and using the appropriate vulnerability scoring systems including:
- 5.3.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST at <http://nvd.nist.gov/cvss.cfm>); and
  - 5.3.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 5.4 Subject to Paragraph 5.5, the Supplier shall procure the application of security patches to vulnerabilities in the Information Management System within:
- 5.4.1 7 days after the public release of patches for those vulnerabilities categorised as 'Critical';
  - 5.4.2 30 days after the public release of patches for those vulnerabilities categorised as 'Important'; and
  - 5.4.3 60 days after the public release of patches for those vulnerabilities categorised as 'Other'.
- 5.5 The timescales for applying patches to vulnerabilities in the Information Management System set out in Paragraph 5.4 shall be extended where:
- 5.5.1 the Supplier can demonstrate that a vulnerability in the Information Management System is not exploitable within the context of the Services (e.g. because it resides in a Software component which is not involved in running in the Services) provided such vulnerabilities shall be remedied by the Supplier within the timescales set out in Paragraph 5.4 if the vulnerability becomes exploitable within the context of the Services;
  - 5.5.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer;
  - 5.5.3 the Buyer Approves to a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the Security Management Plan; or
  - 5.5.4 the Security Management Plan shall include provisions for major version upgrades of all COTS Software to be kept up to date such that all COTS Software are always in mainstream support throughout the Contract Period, unless otherwise Approved by the

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Buyer. All COTS Software should be no more than N-1 versions behind the latest software release.

#### 6. **Networking**

- 6.1 The Supplier shall ensure that any Government Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted using TLS version 1.2 as a minimum.

#### 7. **Personnel Security**

- 7.1 All Supplier Staff shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record.
- 7.2 The Buyer and the Supplier shall review the roles and responsibilities of the Supplier Staff who will be involved in the management and/or provision of the Services in order to enable the Buyer to determine which roles require additional vetting and a specific national security vetting clearance (e.g. a Counter Terrorist Check; a Security Check). Roles which are likely to require additional vetting and a specific national security vetting clearance include system administrators whose role would provide those individuals with privileged access to IT systems which Process Government Data or data which is classified as OFFICIAL-SENSITIVE.
- 7.3 The Supplier shall not permit Supplier Staff who fail the security checks required by Paragraphs 7.1 and 7.2 to be involved in the management and/or provision of the Services

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except where the Buyer Approves the involvement of the named individual in the management and/or provision of the Services.

7.4 The Supplier shall ensure that Supplier Staff are only granted such access to Government Data as is necessary to enable the Supplier Staff to perform their role and to fulfil their responsibilities.

7.5 The Supplier shall ensure that Supplier Staff who no longer require access to the Government Data (e.g. they cease to be employed by the Supplier or any of its Subcontractors), have their rights to access the Government Data revoked within 1 Working Day

#### 8. Identity, Authentication and Access Control

8.1 The Supplier shall operate an access control regime to ensure:

8.1.1 all users and administrators of the Supplier System are uniquely identified and authenticated when accessing or administering the Services; and

8.1.2 all persons who access the Sites are identified and authenticated before they are allowed access to the Sites.

8.2 The Supplier shall apply the 'principle of least privilege' when allowing persons access to the Supplier System and Sites so that such persons are allowed access only to those parts of the Sites and the Supplier System they require to perform the Services under the Contract.

8.3 The Supplier shall retain records of access to the Sites and to the Supplier System and shall make such records available to the Buyer on request.

#### 9. Audit and Protective Monitoring

9.1 The Supplier shall collect audit records which relate to security events in the Core Information Management System or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the Core Information Management System, to enable the identification of (without limitation)

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changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Government Data.

9.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the Core Information Management System.

9.3 The retention periods for audit records and event logs must be agreed with the Buyer and documented in the Security Management Plan.

#### 10. Secure Architecture

10.1 The Supplier shall design the Core Information Management System in accordance with:

10.1.1 the NCSC "Security Design Principles for Digital Services", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main>;

10.1.2 the NCSC "Bulk Data Principles", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main> ; and

10.1.3 the NSCS "Cloud Security Principles", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

#### 11. Malicious Software

11.1 The Supplier shall install and maintain Anti-Malicious Software or procure that Anti-Malicious Software is installed and maintained on any part of the Information Management System which may Process Government Data and ensure that such Anti-Malicious Software is configured to perform automatic software and definition updates as well as regular scans of the Information Management System to check for, prevent the introduction of Malicious Software or where Malicious Software has been introduced into the Information Management System, to identify, contain the spread of, and minimise the impact of Malicious Software.

11.2 If Malicious Software is found, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.

11.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 11.1 shall be borne by the Parties as follows:

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

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had instructed the Supplier to quarantine and check the data for Malicious Software and the Supplier had failed to do so, and

11.3.2 by the Buyer, in any other circumstance.

#### 12. Data Destruction or Deletion

12.1 The Supplier shall:

- 12.1.1 prior to securely sanitising any Government Data or when requested the Supplier shall provide the Buyer with two copies of all Buyer Data in an agreed open format;
- 12.1.2 have documented processes to ensure the availability of Government Data in the event of the Supplier ceasing to trade;
- 12.1.3 securely erase in a manner agreed with the Buyer any or all Government Data held by the Supplier when requested to do so by the Buyer;
- 12.1.4 securely destroy in a manner agreed with the Buyer all media that has held Government Data at the end of life of that media in accordance with any specific requirements in this Call-Off Contract and, in the absence of any such requirements, as agreed by the Buyer in writing; and
- 12.1.5 implement processes which address the CPNI and NCSC guidance on secure sanitisation.

#### 13. Breach of Security

13.1 If either Party becomes aware or reasonably suspects of a Breach of Security it shall notify the other in accordance with the Incident Management Process.

13.2 The Incident Management Process shall, as a minimum, require the Supplier to do the following upon it becoming aware of a Breach of Security or attempted Breach of Security:

- 13.2.1 immediately take all reasonable steps necessary to:
  - i. minimise the extent of actual or potential harm caused by such Breach of Security;
  - ii. remedy such Breach of Security to the extent possible;
  - iii. apply a tested mitigation against any such Breach of Security; and
  - iv. prevent a further Breach of Security in the future which exploits the same root cause failure;
- 13.2.2 as soon as reasonably practicable and, in any event, within twelve (12) hours following the Breach of Security or attempted Breach of Security, the Supplier must provide to the Buyer full details of the Breach of Security or attempted Breach of Security, including a root cause analysis as required by the Buyer.

13.3 In the event that any action is taken in response to a Breach of Security or attempted Breach of Security as a result of non-compliance by the Supplier, its Subcontractors and/or all or any

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part of the Information Management System, with this Call-Off Contract, then such remedial action shall be undertaken and completed at no additional cost to the Buyer.

#### 14. Security Monitoring and Reporting

##### 14.1 The Supplier shall:

- 14.1.1 monitor the delivery of assurance activities;
- 14.1.2 maintain and update the Security Management Plan in accordance with Paragraph 1;
- 14.1.3 agree a document which presents the residual security risks to inform the Buyer's decision on whether or not to give Approval to the Supplier to Process, store and transit the Government Data;
- 14.1.4 monitor security risk impacting upon the operation of the Service;
- 14.1.5 report Breaches of Security in accordance with the approved Incident Management Process; and
- 14.1.6 agree with the Buyer the frequency and nature of the security reports to be prepared and submitted by the Supplier to the Buyer within 30 days of the Start Date of this Call-Off Contract.

## Part C Accreditation requirements

### 1. This Part sets out:

- 1.1 The Accreditation arrangements that the Supplier must implement and comply with when providing the Services and performing its other obligations under this Call-Off Contract. These are required to ensure the security of the Government Data, the ICT Environment, the Services and the Information Management System, which are in addition to the requirements set-out in Parts A, B and E and Appendix 1 and 2 of this Schedule.
- 1.2 To facilitate the Supplier's design, implementation, operation, management and continual improvement of the Security Management Plan and the security of the Services and Information Management System and otherwise.
- 1.3 The Supplier shall provide access to the Supplier Staff responsible for information assurance and the Buyer shall provide access to its Personnel responsible for information assurance, at reasonable times upon reasonable written notice.

### 2. Information Management System

- 2.1. The Information Management System comprises the Core Information Management System and the Wider Information Management System.
- 2.2. The Buyer shall be responsible for determining the boundary between the Core Information Management System and the Wider Information Management System. In order to enable the Buyer to make such determination, the Supplier shall provide the Buyer with such documentation and information that the Buyer may reasonably require regarding any

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information assets, ICT systems and/or Sites which will be used by the Supplier or any Subcontractor to Process Government Data together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources). The Buyer shall notify the Supplier, as soon as reasonably practical following the receipt of such documentation and information, of its decision regarding the component parts of the Core Information Management System and its boundary with the Wider Information Management System.

2.3. The Supplier shall reproduce the Buyer's decision as a diagram documenting the Core Information Management System, the Wider Information Management system and the boundary between the two. This diagram shall form part of the Security Management Plan.

2.4. Any proposed change to the component parts of the Core Information Management System or the boundary between the Core Information Management System and the Wider Information Management System shall be notified and processed in accordance with Clause 24 of the Core Terms (Changing the contract).

### 3. Statement of Information Risk Appetite and Security Requirements

3.1. The Supplier acknowledges that the Buyer has provided and the Supplier has received a statement of information risk appetite for the Supplier System and the Services ("**Statement of Information Risk Appetite**").

3.2. The Buyer's Security Requirements in respect of the Core Information Management System shall be set out in Appendix 1 (below).

### 4. Accreditation of the Core Information Management System

4.1. The Core Information Management System shall be subject to Accreditation in accordance with this Paragraph 4.

4.2. The Supplier acknowledges that the purpose of Accreditation is to ensure that:

4.2.1. the Security Management Plan accurately represents the Core Information Management System;

4.2.2. the Accreditation Plan, if followed, provides the Buyer with sufficient confidence that the CIMS will meet the requirements of the Security Requirements and the Statement of Risk Appetite; and

4.2.3. the residual risks of the Core Information Management System are no greater than those provided for in the Statement of Risk Appetite and Security Requirements.

4.3. The Accreditation shall be performed by the Buyer or by representatives appointed by the Buyer.

4.4. In addition to any obligations imposed by Call-Off Schedule 13 (Implementation Plan and Testing), the Supplier must ensure that its Implementation Plan sets out in sufficient detail how it will ensure compliance with the requirements of this Call-Off Schedule 9 (Security Requirements), including any requirements imposed on Subcontractors, from the Call-Off Contract Start Date.

4.5. By the date specified in the Implementation Plan, the Supplier shall prepare and submit to the Buyer the risk management documentation for the Core Information Management System,

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which shall be subject to approval by the Buyer in accordance with, Part B Paragraph 5 (the "**Security Management Plan**").

- 4.6. The Supplier must provide, by the date by which the Supplier is required to have received a Risk Management Approval Statement from the Buyer together with:
  - 4.6.1. details of each of the tasks which must be completed by the Supplier, Milestones which must be Achieved and the Buyer responsibilities which must be completed in order for the Supplier to receive a Risk Management Approval Statement pursuant to Paragraph 4.8.1.
  - 4.6.2. a formal risk assessment of the Core Information Management System and a risk treatment plan for the Core Information Management System;
  - 4.6.3. a completed ISO 27001:2013 Statement of Applicability for the Core Information Management System; the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Services, processes associated with the delivery of the Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to extent that it is under the control of or accessed the Supplier) and any IT, Information and data (including the Confidential Information of the Buyer and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Services; and
  - 4.6.4. unless such requirement is waived by the Buyer, proposed controls that will be implemented in respect of all aspects of the Services and all processes associated with the delivery of the Services, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any IT, Information and data (including the Confidential Information of the Buyer and the Government Data) to the extent used by the Buyer or the Supplier in connection with this

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Call-Off Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services including:

- 4.6.4.1. the Required Changes Register;
  - 4.6.4.2. evidence that the Supplier and each applicable Subcontractor is compliant with the Certification Requirements;
  - 4.6.4.3. a Personal Data Processing Statement; and
  - 4.6.4.4. the diagram documenting the Core Information Management System, the Wider Information Management System and the boundary between the two created under Paragraph 3.2.
- 4.7. To facilitate Accreditation of the Core Information Management System, the Supplier shall provide the Buyer and its authorised representatives with:
- 4.7.1. access to the Sites, ICT information assets and ICT systems within the Core Information Management System on request or in accordance with the Accreditation Plan; and
  - 4.7.2. such other information and/or documentation that the Buyer or its authorised representatives may reasonably require, to enable the Buyer to establish that the Core Information Management System is compliant with the Security Management Plan.
- 4.8. The Buyer shall, by the relevant date set out in the Accreditation Plan, review the Security Management Plan and issue to the Supplier either:
- 4.8.1. a Risk Management Approval Statement which will then form part of the Security Management Plan, confirming that the Buyer is satisfied that the identified risks to the Core Information Management System have been adequately and appropriately addressed and that the residual risks are understood and accepted by the Buyer; or
  - 4.8.2. a rejection notice stating that the Buyer considers that the identified risks to the Core Information Management System have not been adequately or appropriately addressed or the residual risks to the Core Information Management System have not been reduced to the level anticipated by the Statement of Information Risk Appetite, and the reasons why ("**Risk Management Rejection Notice**").
- 4.9. If the Buyer issues a Risk Management Rejection Notice, the Supplier shall, within 20 Working Days of the date of the Risk Management Rejection Notice:
- 4.9.1. address all of the issues raised by the Buyer in such notice;
  - 4.9.2. update the Security Management Plan, as appropriate, and
  - 4.9.3. notify the Buyer that the Core Information Management System is ready for an Accreditation Decision.
- 4.10. If the Buyer issues a two or more Risk Management Rejection Notices, the failure to receive a Risk Management Approval Statement shall constitute a material Default and the Buyer may

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by terminate this Call-Off Contract with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms.

- 4.11. Subject to Paragraph 4.10, the process set out in Paragraphs 4.9 shall be repeated until such time as the Buyer issues a Risk Management Approval Statement to the Supplier or terminates this Call-Off Contract.
- 4.12. The Supplier shall not use the Core Information Management System to Process Government Data prior to receiving a Risk Management Approval Statement.
- 4.13. The Supplier shall keep the Core Information Management System and Security Management Plan under review and shall update the Security Management Plan annually in accordance with this Paragraph 4 and the Buyer shall review the Accreditation Decision annually and following the occurrence of any of the events set out in Paragraph 4.9.
- 4.14. The Supplier shall notify the Buyer within 2 Working Days after becoming aware of:
  - 4.14.1. a significant change to the components or architecture of the Core Information Management System;
  - 4.14.2. a new risk or vulnerability is identified to the components or architecture of the Core Information Management System;
  - 4.14.3. a change in the threat profile;
  - 4.14.4. a Subcontractor failure to comply with the Core Information Management System code of connection;
  - 4.14.5. a significant change to any risk component; and/or
  - 4.14.6. a significant change in the quantity of Personal Data held within the Core Information Management System.
- 4.15. Where the Supplier has previously Processed Personal Data that does not include Special Category Personal Data, it starts to Process Special Category Personal Data, other than data relating to accessibility or dietary requirements relating to an individual:
  - 4.15.1. a proposal to change any of the Sites from which any part of the Services are provided; and
  - 4.15.2. an ISO27001 audit report produced in connection with the Certification Requirements indicates significant concerns; and
  - 4.15.3. update the Required Changes Register and provide the updated Required Changes Register to the Buyer for review and Approval within 10 Working Days after the initial notification or such other timescale as may be agreed with the Buyer.
- 4.16. If the Supplier fails to implement a change which is set out in the Required Changes Register by the date agreed with the Buyer, such failure shall constitute a material Default and the Supplier shall:
  - 4.16.1. immediately cease using the Core Information Management System to Process Government Data until the Default is remedied, unless directed otherwise .by the Buyer in

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writing and then it may only continue to Process Government Data in accordance with the Buyer's written directions; and

- 4.16.2. where such Default is capable of remedy, the Supplier shall remedy such Default within the timescales set by the Buyer and, should the Supplier fail to remedy the Default within such timescales, the Buyer may terminate this Call-Off Contract with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms

- 4.17. The Supplier shall review each Change request against the Security Management Plan to establish whether the documentation would need to be amended should such Change request be agreed and, where a Change request would require an amendment to the Security Management Plan, the Supplier shall set out any proposed amendments to the documentation in the Impact Assessment associated with such Change request for consideration and Approval by the Buyer.

- 4.18. The Supplier shall be solely responsible for the costs associated with developing and updating the Security Management Plan and carrying out any remedial action required by the Buyer as part of the Accreditation process.

#### 5. **Security Testing**

- 5.1. The Supplier shall, at its own cost and expense:

- 5.1.1. procure testing of the Core Information Management System by a CHECK Service Provider (an **"IT Health Check"**):

- 5.1.1.1. prior to it submitting the Security Management Plan to the Buyer for an Accreditation Decision;

- 5.1.1.2. if directed to do so by the Buyer; and

- 5.1.1.3. once every 12 Months during the Call-Off Contract Period:

- 5.1.1.4. conduct vulnerability scanning and assessments of the Core Information Management System Monthly;

- 5.1.1.5. conduct an assessment as soon as reasonably practicable following receipt by the Supplier or any of its Subcontractors of a critical vulnerability alert from a supplier of any software or other component of the Core Information Management System to determine whether the vulnerability affects the Core Information Management System; and

- 5.1.1.5.1. conduct such other tests as are required by:

- 5.1.1.5.2. any Vulnerability Correction Plans;

- 5.1.1.5.3. the ISO27001 certification requirements;

- 5.1.1.5.4. the Security Management Plan; and

- 5.1.1.5.5. The Buyer following a Breach of Security or a significant change to the components or architecture of the Core Information Management System,

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(each a "**Security Test**").

- 5.2. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable, and in any case within 10 Working Days, after completion of each Security Test.
- 5.3. In relation to each IT Health Check, the Supplier shall:
  - 5.3.1. agree with the Buyer the aim and scope of the IT Health Check;
  - 5.3.2. promptly, and in any case no later than 10 Working Days, following receipt of each IT Health Check report, provide the Buyer with a copy of the IT Health Check report
  - 5.3.3. in the event that the IT Health Check report identifies any vulnerabilities, the Supplier shall:
  - 5.3.4. prepare a remedial plan for approval by the Buyer (each a "**Vulnerability Correction Plan**") which sets out in respect of each vulnerability identified in the IT Health Check report:
    - 5.3.4.1. how the vulnerability will be remedied;
    - 5.3.4.2. the date by which the vulnerability will be remedied;
    - 5.3.4.3. the tests which the Supplier shall perform or procure to be performed (which may, at the discretion of the Buyer, include a further IT Health Check) to confirm that the vulnerability has been remedied;
    - 5.3.4.4. comply with the Vulnerability Correction Plan; and
    - 5.3.4.5. conduct such further Security Tests on the Core Information Management System as are required by the Vulnerability Correction Plan to confirm that the Vulnerability Correction Plan has been complied with.
- 5.4. The Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer.
- 5.5. The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. Without prejudice to the Supplier's obligations under Paragraph 5.3, the Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable, and in any case no later than 10 Working Days, after completion of each Security Test.
- 5.6. The Buyer and/or its authorised representatives shall be entitled, at any time and without giving notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the Service, the Information Management System and/or the Supplier's compliance with the Security Management Plan ("**Buyer Security Tests**"). The Buyer shall take reasonable steps to notify the Supplier prior to carrying out such Buyer Security Test to the extent that it is reasonably practicable for it to do so taking into account the nature and purpose of the Buyer Security Test.
- 5.7. The Buyer shall notify the Supplier of the results of such Buyer Security Tests after completion of each Buyer Security Test.

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- 5.8. The Buyer Security Tests shall be designed and implemented so as to minimise their impact on the delivery of the Services. If a Buyer Security Test causes Supplier Non-Performance, the Buyer Security Test shall be treated as an Authority Cause for the purposes of Clause 5.1 of the Core Terms, except where the root cause of the Supplier Non-Performance was a weakness or vulnerability exposed by the Buyer Security Test.
- 5.9. Without prejudice to the provisions of Paragraph 5.3, where any Security Test carried out pursuant to this Paragraph 5 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the Core Information Management System and/or the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's Approval, the Supplier shall implement such changes to the Core Information Management System and/or the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible.
- 5.10. If the Buyer unreasonably withholds its Approval to the implementation of any changes proposed by the Supplier to the Security Management Plan in accordance with Paragraph 5.9 above, the Supplier shall not be deemed to be in breach of this Call-Off Contract to the extent it can be shown that such breach:
  - 5.10.1. has arisen as a direct result of the Buyer unreasonably withholding its Approval to the implementation of such proposed changes; and
  - 5.10.2. would have been avoided had the Buyer given its Approval to the implementation of such proposed changes.
- 5.11. For the avoidance of doubt, where a change to the Core Information Management System and/or the Security Management Plan is required to remedy non-compliance with the Risk Management Documentation, the Security Requirements and/or any obligation in this Call-Off Contract, the Supplier shall effect such change at its own cost and expense.
- 5.12. If any repeat Security Test carried out pursuant to Paragraph 5.3 reveals an actual or potential Breach of Security or weakness exploiting the same root cause failure, such circumstance shall constitute a material Default and the Buyer may by terminate this Call-Off Contract with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms.
- 5.13. The Supplier shall, by 31 March of each Financial Year during the Call-Off Contract Period, provide to the Buyer a letter from its chief executive officer (or equivalent officer) confirming that having made due and careful enquiry:
  - 5.13.1. the Supplier has in the previous year carried out all tests and has in place all procedures required in relation to security matters under this Call-Off Contract; and
  - 5.13.2. the Supplier is confident that its security and risk mitigation procedures with respect to the Services remain effective.
- 6. Vulnerabilities and Corrective Action
  - 6.1. In addition to the requirements within Part B, the Supplier shall:

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- 6.1.1. implement a mechanism for receiving, analysing and acting upon threat information supplied by NCSC, or any other competent Central Government Body;
- 6.1.2. promptly notify NCSC of any actual or sustained attempted Breach of Security;
- 6.1.3. ensure that the Core Information Management System is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
- 6.1.4. ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the Core Information Management System by actively monitoring the threat landscape during the Call-Off Contract Period;
- 6.1.5. pro-actively scan the Core Information Management System for vulnerable components and address discovered vulnerabilities through the processes described in the Security Management Plan;
- 6.1.6. from the date specified in the Accreditation Plan and within 5 Working Days of the end of each subsequent Month during the Call-Off Contract Period, provide the Buyer with a written report which details both patched and outstanding vulnerabilities in the Core Information Management System, the elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report and any failure to comply with the timescales set out in Part B Paragraph 5.4 for applying patches to vulnerabilities in the Core Information Management System;
- 6.1.7. propose interim mitigation measures to vulnerabilities in the Core Information Management System known to be exploitable where a security patch is not immediately available;
- 6.1.8. remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the Core Information Management System); and
- 6.1.9. inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the Core Information Management System and provide initial indications of possible mitigations.
- 6.2. If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under Part B Paragraph 5.4, the Supplier shall immediately notify the Buyer.
- 6.3. If the Supplier fails to patch vulnerabilities in the Core Information Management System in accordance with Part B Paragraph 5.3, such failure shall constitute a material Default and the Buyer may by terminate this Call-Off Contract with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms.

## PART D Assurance requirements

- 1. This Part D sets out the Assurance arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under this Call-Off Contract to ensure the security of the Government Data and the Information Management System.

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- 1.1 The Supplier must comply with the Assurance arrangements in addition to the other Security Requirements as set out within Parts A and B and E of this Schedule and Appendix 1 (Security Management Plan).
2. **Information Security Approval Statement**
  - 2.1 The Supplier must ensure that its Implementation Plan sets out in sufficient detail how it will ensure compliance with the requirements of this Call-Off Schedule 9 (Security Requirements), including any requirements imposed on Sub-contractors from the Call-Off Start Date.
  - 2.2 The Supplier may not use the Information Management System to Process Government Data unless and until:
    - 2.2.1 the Supplier has procured the conduct of an ITHC of the Supplier System by a CHECK Service Provider in accordance with Paragraph 4; and
    - 2.2.2 the Buyer has issued the Supplier with an Information Security Approval Statement in accordance with the process set out in this Paragraph 2.
  - 2.3 The Supplier shall document in the Security Management Plan how the Supplier and its Subcontractors shall comply with the requirements set out in this Schedule and the Call-Off Contract in order to ensure the security of the Government Data and the Information Management System.
  - 2.4 The Supplier shall prepare and submit to the Buyer within 20 Working Days of the date of this Call-Off Contract, the Security Management Plan, which comprises:
    - 2.4.1 an Information Assurance Assessment;
    - 2.4.2 the Required Changes Register;
    - 2.4.3 the Personal Data Processing Statement; and
    - 2.4.4 the Incident Management Process.
  - 2.5 The Buyer shall review the Supplier's proposed Security Management Plan as soon as possible and, in any event within 20 Working Days of receipt and shall either issue the Supplier with:
    - 2.5.1 an Information Security Approval Statement, which shall confirm that the Supplier may use the Information Management System to Process Government Data; or
    - 2.5.2 a rejection notice which shall set out the Buyer's reasons for rejecting the Security Management Plan.
  - 2.6 If the Buyer rejects the Supplier's proposed Security Management Plan, the Supplier shall take the Buyer's reasons into account in the preparation of a revised Security Management Plan, which the Supplier shall submit to the Buyer for review within 10 Working Days or such other timescale as agreed with the Buyer.
  - 2.7 The Buyer may require and the Supplier shall provide the Buyer and its authorised representatives with:
    - 2.7.1 access to the Supplier Staff;

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- 2.7.2 access to the Information Management System to Audit the Supplier and its Subcontractors' compliance with this Call-Off Contract;
  - 2.7.3 such other information and/or documentation that the Buyer or its authorised representatives may reasonably require;
  - 2.7.4 assistance to the Buyer to establish whether the arrangements which the Supplier and its Subcontractors have implemented in order to ensure the security of the Government Data and the Information Management System are consistent with the representations in the Security Management Plan; and
  - 2.7.5 the Supplier shall provide the access required by the Buyer in accordance with this Paragraph within 10 Working Days of receipt of such request, except in the case of a Breach of Security in which case the Supplier shall provide the Buyer with the access that it requires within 24 hours of receipt of such request.
3. **Compliance Reviews**
- 3.1 The Supplier shall regularly review and update the Security Management Plan, and provide such to the Buyer, at least once each year and as required by this Paragraph.
  - 3.2 The Supplier shall notify the Buyer within 2 Working Days after becoming aware of:
    - 3.2.1 a significant change to the components or architecture of the Information Management System;
    - 3.2.2 a new risk to the components or architecture of the Service;
    - 3.2.3 a vulnerability to the components or architecture of the Service which is classified '**Medium**', '**High**', '**Critical**' or '**Important**' in accordance with the classification methodology set out in Paragraph 5 of Part B to this Schedule;
    - 3.2.4 a change in the threat profile;
    - 3.2.5 a significant change to any risk component;
    - 3.2.6 a significant change in the quantity of Personal Data held within the Service;
    - 3.2.7 a proposal to change any of the Sites from which any part of the Services are provided; and/or
    - 3.2.8 an ISO27001 audit report produced in connection with the Certification Requirements indicates significant concerns.
  - 3.3 Within 10 Working Days of such notifying the Buyer or such other timescale as may be agreed with the Buyer, the Supplier shall make the necessary changes to the Required Changes Register and submit the updated Required Changes Register the Buyer for review and Approval.
  - 3.4 Where the Supplier is required to implement a change, including any change to the Information Management System the Supplier shall effect such change at its own cost and expense.

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#### 4. Security Testing

4.1 The Supplier shall, at its own cost and expense procure and conduct:

- 4.1.1 testing of the Information Management System by a CHECK Service Provider ("ITHC"); and
- 4.1.2 such other security tests as may be required by the Buyer; and
- 4.1.3 the Supplier shall complete all of the above security tests before the Supplier submits the Security Management Plan to the Buyer for review in accordance with Paragraph 3; and it shall repeat the ITHC not less than once every 12 Months during the Term and submit the results of each such test to the Buyer for review in accordance with this Paragraph.

4.2 In relation to each ITHC, the Supplier shall:

- 4.2.1 agree with the Buyer the aim and scope of the ITHC;
- 4.2.2 promptly, and no later than 10 Working Days, following the receipt of each ITHC report, provide the Buyer with a copy of the full report;
- 4.2.3 in the event that the IT Health Check report identifies any vulnerabilities, the Supplier shall:
  - i. prepare a remedial plan for Approval by the Buyer (each a "**Vulnerability Correction Plan**") which sets out in respect of each vulnerability identified in the ITHC report:
    - a) how the vulnerability will be remedied;
    - b) the date by which the vulnerability will be remedied; and
    - c) the tests which the Supplier shall perform or procure to be performed (which may, at the discretion of the Buyer, include a further IT Health Check) to confirm that the vulnerability has been remedied;
  - ii. comply with the Vulnerability Correction Plan; and
  - iii. conduct such further tests on the Service as are required by the Vulnerability Correction Plan to confirm that the Vulnerability Correction Plan has been complied with.

4.3 The Supplier shall ensure that any testing which could adversely affect the Supplier System shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such tests shall be agreed in advance with the Buyer.

4.4 If any testing conducted by or on behalf of the Supplier identifies a new risk, new threat, vulnerability or exploitation technique] that has the potential to affect the security of the Information Management System, the Supplier shall within days of becoming aware of such risk, threat, vulnerability or exploitation technique provide the Buyer with a copy of the test report and:

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- 4.4.1 propose interim mitigation measures to vulnerabilities in the Information System known to be exploitable where a security patch is not immediately available; and
  - 4.4.2 where and to the extent applicable, remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the Supplier System) within the timescales set out in the test report or such other timescales as may be agreed with the Buyer.
- 4.5 The Supplier shall conduct such further tests of the Supplier System as may be required by the Buyer from time to time to demonstrate compliance with its obligations set out this Schedule and the Call-Off Contract.
- 4.6 The Supplier shall notify the Buyer immediately if it fails to, or believes that it will not, mitigate the vulnerability within the timescales set out in Paragraph 5 of Part B to this Schedule.

## Part E Certification requirements

### Certification Requirements

- 1. Supplier Requirements
  - 1.1. The Supplier shall as applicable to the Lot and the associated Security Tier, ensure, at all times during the Call-Off Contract Period, that it is certified as compliant with:
    - 1.1.1. ISO/IEC 27001:2013 by a UKAS approved certification body or are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; and
    - 1.1.2. Cyber Essentials or Cyber Essentials PLUS as applicable to the Lot and Security Tier of the Service, in accordance with the requirements in Framework Schedule 9 (Cyber Essentials Scheme), and shall provide the Buyer with a copy of each such certificate of compliance before the Supplier or the relevant Subcontractor (as applicable) shall be permitted to use the Core Information Management System to receive, store or Process any Government Data.
- 2. **Payment Card Industry Data Security Standard (PCI DSS) Compliance**
  - 2.1. All Suppliers and / or Subcontractors that are a payment processor must be, and remain, appropriately certified according to the Payment Card Industry Data Security Standard requirements throughout the term of the Contract
  - 2.2. Where the Supplier and / or Subcontractor intends to accept payments, restricted to at sale only, by debit/credit card the Supplier and / or Subcontractor must have either:
    - 2.2.1. been certified by a Qualified Security Assessor and Approved Scanning Vendor (as applicable) as being compliant with the PCI DSS version 1.1;
    - 2.2.2. completed an internal self-assessment and will adhere at all times to the terms of the PCI DSS and will notify the Client promptly in writing of any changes in the Contractor's certification.

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- 2.3. The Supplier / Subcontractor must validate compliance in the manner deemed appropriate by the card scheme industry on an annual basis and provide the Buyer with written evidence of compliance annually.
- 2.4. The Supplier / Subcontractor will be responsible for any costs incurred to attain and maintain compliance with PCI DSS.
- 2.5. The Supplier / Subcontractor must meet all PCI DSS requirements, on a continuing basis, including but not limited to any subsequent versions of the PCI DSS.
- 2.6. The Supplier / Subcontractor must be responsible for the security of all cardholder Data in their possession and must protect data by the card scheme industry standard on an annual basis and provide the Buyer access hosted environment and data when necessary.
- 2.7. The Supplier / Subcontractor must notify the Buyer and the card scheme industry immediately if it knows or suspects that there has been, or will be, a breach of the security of Cardholder Data or of the PCI DSS.
- 2.8. The Supplier / Subcontractor must indemnify the Buyer, its subsidiaries, affiliates, officers, employees and agents from and against all actions, demands, costs, Losses, whatsoever incurred by it or them arising out of or in connection with the Supplier's non-compliance with, or breach of, the PCI DSS or breach of Cardholder Data security.
- 2.9. The Supplier / Subcontractor must cease taking payments, by Debit Card / Credit Card, on behalf of the Buyer in the event that the Supplier becomes non-compliant with, or suffers a breach of, the PCI DSS or breach of Cardholder Data security.

### 3. Subcontractor Requirement

- 3.1. Notwithstanding anything else in this Contract, a CMIS Subcontractor shall be treated for all purposes as a Key Subcontractor.
- 3.2. In addition to the obligations contained in Joint Schedule 6 (Key Subcontractors), the Supplier must ensure that the Key Subcontract with each CIMS Subcontractor.
- 3.3. contains obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under this Call-Off Schedule 9 (Security Requirements);
  - 3.3.1. provides for the Buyer to perform Accreditation of any part of the Core Information Management System that the CIMS Subcontractor provides or operates which is not otherwise subject to Accreditation under this Call-Off Schedule 6 (Security Requirements).
- 3.4. The Supplier shall ensure that each Higher Risk Subcontractor is certified as compliant, and the Supplier shall provide the Buyer with a copy of each such certificate of compliance before the Higher-Risk Subcontractor shall be permitted to receive, store or Process Government Data, with either:
  - 3.4.1. ISO/IEC 27001:2013 by a United Kingdom Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; or
  - 3.4.2. Cyber Essentials PLUS, in accordance with the requirements in Framework Schedule 9 (Cyber Essentials Scheme),

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- 3.5. The Supplier shall ensure that each Medium Risk Subcontractor is certified compliant with Cyber Essentials, in accordance with the requirements in Framework Schedule 9 (Cyber Essentials Scheme).
- 3.6. The Supplier shall notify the Buyer as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier or any Subcontractor ceases to be compliant with the Certification Requirements and, on request from the Buyer, shall or shall procure that the relevant Subcontractor shall:
  - 3.6.1. immediately ceases using the Government Data; and
  - 3.6.2. procure that the relevant Subcontractor promptly returns, destroys and/or erases the Government Data in accordance with Security Requirements.
- 3.7. The Buyer may agree to exempt, in whole or part, the Supplier or any Subcontractor from the Certification Requirements. Any exemption must be in writing to be effective. The Supplier must include the exemption in the Security Management Plan.

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**Appendix 1**

**Security Management Plan Template**

*[Guidance Note: This template shall be completed by the Supplier in accordance with the applicable Tier of Security Requirements for the particular Lots awarded]*

**DRS Call-Off Schedule 9 (Appendix 1)**

**Security Management Plan Template**

[Lot/Service]

[Supplier Name]

Author:

Owner:

Date:

Version:

Framework Ref: RM6226 Debt Resolution Services

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### Call-Off Schedule 9 (Security Requirement)

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**[Guidance Note: The Supplier shall complete this Security Management Plan Template in as much detail as possible and if any provision does not apply to the Supplier, it must explain why.]**

## 1 Executive Summary

*<This section should contain a brief summary of the business context of the Supplier System [including any Subcontractor system], any key Information Assurance controls, assurance work done, off-shoring considerations and significant residual risks that need acceptance by the Buyer.>*



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#### 1.1 Security Requirements Change History

Version Number	Date of Change	Change made by	Nature and reason for change

#### 1.2 References, Links and Dependencies

This Security Management Plan Template relies upon the supporting information and assurance provided by the following documents:

ID	Document Title	Reference	Date
1.			
2.			
3.			

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**2 System Description**

**3 Background**

*< A short description of the project/product/system. Describe its purpose, functionality, aim and scope.>*

**4 Organisational Ownership/Structure**

*< Who owns the system, operates the system and the organisational governance structure. This should include how any ongoing security management is integrated into the project governance e.g. how a Security Working Group reports to the Buyer and Buyer governance board as per their Call-Off Contract.>*

**5 Information assets and flows**

*<The information assets processed by the system, which should include a simple high-level diagram on one page, as well as a list of the type and volumes of data that will be processed, managed and stored within the Supplier System. If Personal Data is processed, please include the fields used such as name, address, department DOB, NI number etc. in Annex 1 of Joint Schedule 11 (Processing Data).>*

**6 System Architecture**

*<A description of the physical system architecture, to include the system management. A diagram will need to be included here>*

**7 Users**

*<A brief description of the system users, to include HMG users as well as any service provider users and system managers. If relevant, the security clearance level requirements of those users should be included.>*

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**8 Locations**

*<Detail where the data assets are stored and managed from. If any locations hold independent security certifications (e.g. ISO27001:2013) these should be specified, as well as any off-shoring considerations.>*

**9 Test and Development Systems**

*<Include information about any test and development systems, their locations and whether they contain live system data.>*

**10 Key roles and responsibilities**

*<A brief description of the lead security roles such as that of the SIRO, IAO, Security manager, Accreditor >*

**11 Accreditation/Assurance Scope**

*<This section should describe the scope of the Accreditation/Assurance for the system (applicable to Tier 1 and Tier 2 Security Requirements). The scope of the assurance assessment should be clearly indicated, expressly including those components upon which reliance is placed but where assurance will not be undertaken, e.g. a cloud hosting service. A logical diagram should be inserted here along with a brief description of the components.>*

**12 Risk appetite**

*<A risk appetite should be agreed with the Buyer's Head of IA and detailed here.>*

**13 Business impact assessment**

*< A description of the information assets and the impact of their loss or corruption (e.g. large amounts of Official Sensitive Personal Data the loss of which would be severely damaging to individuals, embarrassing to HMG and could make HMG liable to an Information Commissioner Office investigation) in*

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*business terms should be included. This section should cover the impact on loss of confidentiality, integrity and availability of the assets. The format of this assessment may be dependent on the risk assessment method chosen.>*

## 14 Risk assessment

*<The content of this section will depend on the risk assessment methodology chosen. It should contain a prioritised list of the output of the formal information risk using plain English language. Experts on the system and business process should have been involved in the risk assessment to ensure the formal risk methodology used has not missed out any risks. The example table below should be used as the format to identify the risks and document the controls used to mitigate those risks. >*

Risk ID	Inherent risk	Inherent risk level	Vulnerability	Controls	Residual risk level
R1	Internet attackers could hack the system.	Medium	The service systems are exposed to the internet via the web portal.	C1: Internet-facing firewalls C2: Internet-facing IP whitelist C3: System hardening C4: Protective monitoring C5: Application access control C16: Anti-virus for incoming files C54: Files deleted when processed C59: Removal of departmental identifier	Very low

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R2	Remote attackers could intercept or disrupt information crossing the internet.	Medium	File sharing with organisations across the internet.	C9: TLS communications C10: PGP file-sharing	Very low
R3	Internal users could maliciously or accidentally alter bank details.	Medium-High	Users bank details can be altered as part of the normal business function.	C12. System administrators hold SC clearance. C13. All changes to user information are logged and audited. C14. Letters are automatically sent to users home addresses when bank details are altered. C15. Staff awareness training	Low

## 15 Controls

<The controls listed above to mitigate the risks identified should be detailed. There should be a description of each control, further information and configuration details where relevant, and an assessment of the implementation status of, and assurance in, the control. A sample layout is included below.>

ID	Control title	Control description	Further information and assurance status
C1	Internet-facing firewalls	Internet-facing firewalls are in place between the internet and the system', which restrict access from the internet to the required ports only.	Assured via ITHC firewall rule check
C2	Internet-facing IP whitelist	An IP whitelist is in place for all access from the internet.	Assured via ITHC

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C15	Staff awareness training	All staff must undertake annual security awareness training and this process is audited and monitored by line managers.	Assured as part of ISO27001 certification
-----	--------------------------	---	---

## 16 Residual risks and actions

*<A summary of the residual risks which are likely to be above the risk appetite stated (above), after all controls have been applied and verified, should be listed with actions and timescales included.>*

## 17 In-service controls

*< This section should describe the controls relating to the information lifecycle, including development, testing, in-service, termination and on-going risk management and accreditation assurance. Details of any formal assurance requirements specified in the Contract such as security CHECK testing or maintained ISO27001 certification should be included. This section should include as a minimum:*

- a) information risk management and timescales and triggers for a review;*
- b) contractual patching requirements and timescales for the different priorities of patch;*
- c) protective monitoring arrangements to include how anomalous behaviour is identified and acted upon as well as how logging and auditing of user activity is done;*
- d) configuration and change management;*
- e) incident management;*
- f) vulnerability management;*
- g) user access management; and*
- h) data sanitisation and disposal.>*

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### 18 Security Operating Procedures (SyOPs)

*< If needed any SyOps requirements should be included and referenced here.>*

### 19 Third Party Subcontractors/Suppliers/Products

*< Please provide a table of any third party subcontractor/suppliers and products that you are using to deliver your Services for the Buyer. Please also include the location of where they are Processing or storing the Data and what function they are performing as well as how they comply with the contractual security requirements. >*

### 20 Physical Security

*<Please provide details of the building where the service will operate from and describe the procedures and security in place to control access to premises and any areas holding Buyer assets. Detail the measures such as construction of buildings used for handling Buyer assets, availability of lockable storage, procedures covering end of day/silent hours, key management, visitor controls. Also include details of any automated access controls, alarms and CCTV coverage and details of the maintenance schedule of these security controls.>*

### 21 Major Hardware and Software and end of support dates

*< Please complete a table listing the end of support dates for hardware and software products and components. For example:>*

Name	Version	End of mainstream Support/Extended Support	Notes/RAG Status
Server Host	HP XXXX	Feb 2020/ March 2022	

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## 22 Incident Management Process

*<The Suppliers' process, as agreed with the Buyer, should be included here. It must as a minimum include the protocol for how and when incidents will be reported to CCS / the Buyer and the process that will be undertaken to mitigate the incidents and investigate the root cause.>*

## 23 Security Requirements for User Organisations

*<Any security requirements for connecting organisations or departments should be included or referenced here.>*

## 24 Required Changes Register

*<The table below shows the headings for the Required Changes Register which should be maintained and used to update the contents of this document at least annually.>*

Ref	Section	Change	Agreed With	Date agreed	Documentation update	Status
1	6.4	A new Third Party supplier XXXX will be performing the print capability.	Buyer's name	11/11/2018	Jul-2019	Open

## 25 Personal Data Processing Statement

*<The Supplier shall complete Annex 1 of Joint Schedule 11 (Processing Data) detailing: (i) the types of Personal Data which the Supplier and/or its Subcontractors are Processing on behalf of the Buyer; (ii) the categories of Data Subjects whose Personal Data the Supplier and/or its Subcontractors are Processing on behalf of the Buyer; (iii) the nature and purpose of such Processing; (iv) the locations at which the Supplier and/or its Subcontractors*

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*Process Buyer Data; and, (v) the Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect the Buyer Data against a Security Breach including a Personal Data Breach.>*

-:-

## 26 Annex A: ISO27001 and/or Cyber Essential Plus certificates

*<Any certifications relied upon should have their certificates included>*

## 27 Annex B: Cloud Security Principles assessment

*<A spreadsheet may be attached>*

## 28 Annex C: Protecting Bulk Data assessment if required by the Buyer

*<A spreadsheet may be attached>*

## 29 Annex D: Latest ITHC report and Vulnerability Correction Plan

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## Appendix 2

### **ACCREDITATION - CORE INFORMATION MANAGEMENT SYSTEM DIAGRAM**

*[Guidance Note: To be completed in discussions with Supplier]*

## Call-Off Schedule 10 (Exit Management)

### 1. Definitions

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

<b>"Exclusive Assets"</b>	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
<b>"Exit Information"</b>	has the meaning given to it in Paragraph 3.1 of this Schedule;
<b>"Exit Manager"</b>	the person appointed by each Party to manage their respective obligations under this Schedule;
<b>"Exit Plan"</b>	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
<b>"Net Book Value"</b>	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
<b>"Non-Exclusive Assets"</b>	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
<b>"Registers"</b>	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
<b>"Replacement Goods"</b>	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Services"</b>	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

<b>"Termination Assistance"</b>	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
<b>"Termination Assistance Notice"</b>	has the meaning given to it in Paragraph 5.1 of this Schedule;
<b>"Termination Assistance Period"</b>	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
<b>"Transferable Assets"</b>	Exclusive Assets which are capable of legal transfer to the Buyer;
<b>"Transferable Contracts"</b>	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
<b>"Transferring Assets"</b>	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
<b>"Transferring Contracts"</b>	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

## **2. Supplier must always be prepared for contract exit**

2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Supplier shall promptly:

- 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
- 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

**("Registers").**

**2.3 The Supplier shall:**

- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
  - 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

**3. Assisting re-competition for Deliverables**

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

**4. Exit Plan**

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission

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pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
- 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
  - a) every twelve (12) months throughout the Contract Period; and
  - b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
  - c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
  - d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

## **5. Termination Assistance**

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and

5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

## **6. Termination Assistance Period**

6.1 Throughout the Termination Assistance Period the Supplier shall:

6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;

6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of



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responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

- 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
  - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
  - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
  - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

## **7. Obligations when the contract is terminated**

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
  - 7.2.1 vacate any Buyer Premises;
  - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
  - 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
    - a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
    - b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier

shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

## **8. Assets, Sub-contracts and Software**

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 which, if any, of:

a) the Exclusive Assets that are not Transferable Assets;  
and

b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

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8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.7 The Buyer shall:

8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

## **9. No charges**

9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

## **10. Dividing the bills**

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

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

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10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

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

## Part A - Implementation

### 1. Definitions

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

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

### 2. Agreeing and following the Implementation Plan

- 2.1. A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan (20) Working Days after the Call-Off Contract Start Date.

2.2. The draft Implementation Plan:

- 2.2.1. must cover all aspects of the Services and the Supplier's obligations under this Call-Off Contract, including the requirements set out in Call-off Schedule 9 (Security Management);
- 2.2.2. must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
- 2.2.3. it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.

- 2.3.** Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4.** The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 2.5.** The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

### **3. Reviewing and changing the Implementation Plan**

- 3.1.** Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2.** The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3.** Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4.** Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

### **4. Security requirements before the Start Date**

- 4.1.** The Supplier shall note that it is incumbent upon them to understand and plan for the implementation of the Security Requirements applicable to the provision of the Services as detailed in Call-Off Schedule 9 (Security Management) which must be satisfied and in place before the Call-Off Start Date. The Supplier shall ensure that the applicable Security Requirements are reflected in their Implementation Plans.
- 4.2.** The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's personnel security requirements set out in Paragraph 4.1 of Call-Off Schedule 9 (Security Management)-.
- 4.3.** The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.

- 4.4.** The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
- 4.5.** The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6.** If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

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

- 5.1.** If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
  - 5.1.1.** notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
  - 5.1.2.** include in its notification an explanation of the actual or anticipated impact of the Delay;
  - 5.1.3.** comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
  - 5.1.4.** use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

## **6. Compensation for a Delay**

- 6.1.** If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
  - 6.1.1.** the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
  - 6.1.2.** Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
    - 6.1.2.1.** the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or

- 6.1.2.2. the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
- 6.1.3. the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
- 6.1.4. no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 6.1.5. Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

## **7. Implementation Plan**

- 7.1. The Implementation Period will be a one (1) Month period.
- 7.2. During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 7.3. In accordance with the Implementation Plan, the Supplier shall:
  - 7.3.1. work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
  - 7.3.2. work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
  - 7.3.3. liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
  - 7.3.4. produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4. The Implementation Plan will include detail stating:
  - 7.4.1. how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data ; and
  - 7.4.2. a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5. In addition, the Supplier shall:



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- 7.5.1. appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
- 7.5.2. mobilise all the Services specified in the Specification within the Call-Off Contract;
- 7.5.3. produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
  - 7.5.3.1. the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
  - 7.5.3.2. the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.5.4. manage and report progress against the Implementation Plan;
- 7.5.5. construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.5.6. attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.5.7. ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

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**Annex 1: Implementation Plan**

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

Mile stone	Deliverable Items	Duration	Milestone Date	Buyer Responsibilities	Milestone Payments	Delay Payments
1.	Detailed implementation plan agreed		25/08/2025	Agree any changes to plan	N/A	N/A
2.	Security Requirements (as set out at Call Off Schedule 20 Section 7) signed off		11/09/2025	Agree security management plan and complete Third Party Assurance	N/A	N/A
3.	Set up SFTP		25/08/2025	Agree IT requirement and file formats		
4.	Set up portal		01/08/2025	Whitelist domain	N/A	N/A
5.	Delivery of training on portal to the Buyer		11/09/2025	Attend training session	[N/A	N/A
6.	Collection Strategies signed off		25/08/2025	work with SHMA to agree strategy	N/A	N/A
7.	Comms Plan reviewed and signed off		01/08/2025	Buyer to review comms and agree	N/A	N/A

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8.	Management Information agreed		25/08/2025	Agree any changes to MI pack content agreed	N/A	N/A
9.	Service commencement		25/09/2025		N/A	N/A
10.	Completion of post go-live checks on first files received		02/10/2025			
The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing)						

## Part B - Testing

### 1. Definitions

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

<b>"Component"</b>	any constituent parts of the Deliverables;
<b>"Material Test Issue"</b>	a Test Issue of Severity Level 1 or Severity Level 2;
<b>"Satisfaction Certificate"</b>	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
<b>"Severity Level"</b>	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
<b>"Test Issue Management Log"</b>	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
<b>"Test Issue Threshold"</b>	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
<b>"Test Reports"</b>	the reports to be produced by the Supplier setting out the results of Tests;
<b>"Test Specification"</b>	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
<b>"Test Strategy"</b>	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
<b>"Test Success Criteria"</b>	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;

<b>"Test Witness"</b>	any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
<b>"Testing Procedures"</b>	the applicable testing procedures and Test Success Criteria set out in this Schedule.

## **2. How testing should work**

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2 The Supplier shall not submit any Deliverable for Testing:
  - 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
  - 2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
  - 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

## **3. Planning for testing**

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
- 3.2 The final Test Strategy shall include:
  - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
  - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
  - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
  - 3.2.4 the procedure to be followed to sign off each Test;
  - 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;

- 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
- 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
- 3.2.8 the technical environments required to support the Tests; and
- 3.2.9 the procedure for managing the configuration of the Test environments.

#### **4. Preparing for Testing**

- 4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2 Each Test Plan shall include as a minimum:
  - 4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
  - 4.2.2 a detailed procedure for the Tests to be carried out.
- 4.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

#### **5. Passing Testing**

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

#### **6. How Deliverables will be tested**

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2 Each Test Specification shall include as a minimum:
  - 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
  - 6.2.2 a plan to make the resources available for Testing;
  - 6.2.3 Test scripts;
  - 6.2.4 Test pre-requisites and the mechanism for measuring them; and

6.2.5 expected Test results, including:

- ( ) a mechanism to be used to capture and record Test results; and
- ( ) a method to process the Test results to establish their content.

**7. Performing the tests**

- 7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
  - 7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
  - 7.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
  - 7.6.1 an overview of the Testing conducted;
  - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
  - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
  - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
  - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.

- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

## **8. Discovering Problems**

- 8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.
- 8.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

## **9. Test witnessing**

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
  - 9.3.1 shall actively review the Test documentation;
  - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
  - 9.3.3 shall not be involved in the execution of any Test;



- 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
- 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
- 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

## **10. Auditing the quality of the test**

- 10.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.
- 10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 10.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 10.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

## **11. Outcome of the testing**

- 11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
  - 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
  - 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or

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- 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
  - 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
  - 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
  - 11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and

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

### **12. Risk**

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

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

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

## **Annex 1: Test Issues – Severity Levels**

### **1. Severity 1 Error**

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

### **2. Severity 2 Error**

- 2.1** This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:
  - 2.1.1** causes a Component to become unusable;
  - 2.1.2** causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
  - 2.1.3** has an adverse impact on any other Component(s) or any other area of the Deliverables;

### **3. Severity 3 Error**

- 3.1** This is an error which:
  - 3.1.1** causes a Component to become unusable;
  - 3.1.2** causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
  - 3.1.3** has an impact on any other Component(s) or any other area of the Deliverables;

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

### **4. Severity 4 Error**

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

### **5. Severity 5 Error**

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

## Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

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

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

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

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

[OR]

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

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

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

## Call-Off Schedule 14 (Service Levels)

### 1. Definitions

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

<b>"Case Report"</b>	Means sufficient information required from the Supplier to support a media, official or Parliamentary enquiry, requested by the Buyer, with the format to be agreed between the Parties;
<b>"Critical Service Level Failure"</b>	has the meaning given to it in the Order Form;
<b>"Service Credits"</b>	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
<b>"Service Credit Cap"</b>	has the meaning given to it in the Order Form;
<b>"Service Level Failure"</b>	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
<b>"Service Level Performance Measure"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
<b>"Service Level Threshold"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

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

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

## Call-Off Schedule 14 (Service Levels)

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- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
  - 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
  - 2.4.2 the Service Level Failure:
    - (a) exceeds the relevant Service Level Threshold;
    - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
    - (c) results in the corruption or loss of any Government Data; and/or
    - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
  - 2.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
- 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
  - 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
  - 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
  - 2.5.3 there is no change to the Service Credit Cap.

### 3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),  
provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

## **Part A: Service Levels and Service Credits**

### **1. Service Levels**

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- 1.a.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.a.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.a.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.a.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

### **2. Service Credits**

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.



## Annex A to Part A: Services Levels and Service Credits Table

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
<p><b>1 Breach of Security</b></p> <p>The Supplier shall report a Breach of Security to the Buyer or such other person notified to the Supplier from time to time in accordance with the approved Incident Management Process as set out in Call-Off Schedule 9 (Security Requirements) as soon as reasonably practicable and in any event no later than 12 hours (24/7) following discovery by the Supplier and/or Buyer.</p>	Incident	By exception number of Security Breaches within the Service Period <u>not</u> reported within 12 hours after discovery	1	N/A
<p><b>2a Accurate Pay-over of Monies – Accuracy</b></p> <p>Accurate pay-over of monies sent to the Buyer in accordance with the Customer payment schedule as detailed in Call-Off Schedule 20 (Specification) Section 12.</p> <p>“Accurate”, for the purposes of this Service Level, means the money transfer is for the specified amount on the required date in line with the Buyer guidelines.</p> <p>This Service Level is subject to the Buyer requiring weekly remittance only.</p>	Incident	<p>Target is 0</p> <p>By exception number of Accurate Money Transfers within the Service Period <u>not</u> provided by the date set out within the Customer Payment Schedule</p>	1	N/A

**Call-Off Schedule 14 (Service Levels)**

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<b>2b Accurate Pay-over of Monies – Timeliness</b>  Any inaccurate pay-over of monies corrected within 24 hours of notification from the Buyer.	Incident	Target is 0  Number of money transfers amended outside of 24 hours of notification from the Buyer	1	N/A
<b>3 Case Report Provision</b>  Where the Buyer makes a request to the Supplier for a Case Report in writing (due to media, Official or Parliamentary interest), the Supplier shall provide the Case Report, within 24 hours of receipt of the request from the Buyer (or such other time specified by the Buyer).	Incident	Target is 24 hours  By exception, number of Case Reports requested within the Service Period <u>not</u> provided by the Supplier within 24 hours (or such other time specified by the Buyer) of receipt by the Supplier in the Service Period	1	N/A
<b>4 Provision of monthly Management Information</b>  The Supplier will provide an accurate monthly Management Information pack to the Buyer by the 10 <sup>th</sup> Working Day of the Service Period as set out in Call Off Schedule 20 (Specification) at Part A Section 12.	Incident	Target is 0  By exception, number of occasions past the 10 <sup>th</sup> Working Day of the Service Period that an accurate monthly Management Information pack is received	1	N/A
<b>5 Social Value Quarterly Report</b>  The Supplier will provide a quarterly report detailing the action taken to support health and wellbeing as set out in Call Off Schedule 20 (Specification) at Paragraph 16.3.4	Incident	Target is 0 within any 12-month period.  By exception, number of Social Value Quarterly Reports requested at any such time <u>not</u> provided by the Supplier	1	N/A

**Call-Off Schedule 14 (Service Levels)**

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<b>6 Social Value Action Plan</b>  The Supplier will create a specific Supplier Social Value Action Plan as set out in Call Off Schedule 20 (Specification) at Paragraph 16.5.  The Supplier will provide an annual report detailing the delivery of their Social Value commitments.	Incident	Target is 0 within any 12-month period.  By exception, number of Social Value Action Plan reports requested at any such time <u>not</u> provided by the Supplier	1	N/A
<b>7 Social Value Commitment</b>  TBC	TBC	TBC	TBC	N/A

## Part B: Performance Monitoring

### 3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
  - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
  - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
  - 3.2.3 details of any Critical Service Level Failures;
  - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
  - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
  - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
  - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
  - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

**Call-Off Schedule 14 (Service Levels)**

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

**4. Satisfaction Surveys**

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

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

### 1. Definitions

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

<b>"Operational Board"</b>	the board established in accordance with paragraph 4.1 of this Schedule;
<b>"Project Manager"</b>	the manager appointed in accordance with paragraph 2.1 of this Schedule;

### 2. Project Management

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

### 3. Role of the Supplier Contract Manager

- 3.1 The Supplier's Contract Manager's shall be:
- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
  - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
  - 3.1.3 able to cancel any delegation and recommence the position himself; and
  - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

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

#### **4. Role of the Operational Board**

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

#### **5. Contract Risk Management**

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
- 5.2.1 the identification and management of risks;
  - 5.2.2 the identification and management of issues; and
  - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

## **Annex: Contract Boards**

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

### **Operational Board (Monthly Performance Review) Representation and Structure**

Buyer Members of Service Management Board	Authorised Representative/ Contract Manager and Operational Management
Supplier Members of Service Management Board	Senior Account Manager
Start Date for Service Management Board meetings	TBA
Frequency of Service Management Board meetings	Monthly and as agreed by the Buyer
Location of Service Management Board meetings	Meetings will be held via Microsoft Teams, but when required, at the address of the Buyer.



# Call-Off Schedule 16 (Benchmarking)

## 1. DEFINITIONS

1.1 In this Schedule, the following expressions shall have the following meanings:

<b>"Benchmark Review"</b>	1 a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
<b>"Benchmarked Deliverables"</b>	2 any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
<b>"Comparable Rates"</b>	3 the Charges for Comparable Deliverables;
<b>"Comparable Deliverables"</b>	4 deliverables that are identical or materially similar to the Benchmark Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
<b>"Comparison Group"</b>	5 a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
<b>"Equivalent Data"</b>	6 data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
<b>"Good Value"</b>	7 that the Benchmark Rates are within the Upper Quartile; and
<b>"Upper Quartile"</b>	8 in respect of Benchmark Rates, that based on an analysis of Equivalent Data, the Benchmark Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

## **2. When you should use this Schedule**

**2.1** The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.

**2.2** This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.

**2.3** Amounts payable under this Schedule shall not fall with the definition of a Cost.

## **3. Benchmarking**

### **3.1 How benchmarking works**

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

**3.1.2** The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.

**3.1.3** The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.

**3.1.4** The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.

**3.1.5** The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.

**3.1.6** Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.

**3.1.7** The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices

by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

### **3.2 Benchmarking Process**

3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:

- (a) a proposed cost and timetable for the Benchmark Review;
- (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
- (c) a description of how the benchmarker will scope and identify the Comparison Group.

3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.

3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:

- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
  - (i) market intelligence;
  - (ii) the benchmarker's own data and experience;
  - (iii) relevant published information; and
  - (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
- (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
- (c) using the Equivalent Data, calculate the Upper Quartile;

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- (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
  - (b) exchange rates;
  - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

### 3.3 Benchmarking Report

- 3.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;
- 3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
  - (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
  - (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.
- 3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

## Call-Off Schedule 18 (Background Checks)

### 1. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on Contract.

### 2. Definitions

**“Relevant Conviction”** means any conviction listed in Annex 1 to this Schedule.

### 3. Relevant Convictions

3.1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

3.1.2 Notwithstanding Paragraph 2.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

- i. carry out a check with the records held by the Department for Education (DfE);
- ii. conduct thorough questioning regarding any Relevant Convictions; and
- iii. ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

## **Annex 1 – Relevant Convictions**

Guilty of any offences under The Fraud Act 2006 and The Theft Act 1968

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

## **Lot 6 Litigation Services England and Wales (URN 6.0)**

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.

The Supplier shall comply with:

- Part A of this Schedule (below) which describes the General Requirements that shall apply to the provision of all Deliverables.
- Parts B of this Schedule (below) describe the Specific Requirements that apply to the provision of the specific Deliverables detailed within Lot 6 and which are available to be Ordered by the Buyer under this Call-Off Contract.

## **1. INTRODUCTION**

The Buyer is an Arm's Length Body of the Department of Health and Social Care (DHSC), responsible for providing platforms and delivering services that support the priorities of the NHS, Government and local health economies. Over £100 billion of NHS spend flows through our systems annually. We manage over £48 billion of NHS spend annually, delivering a range of national services to NHS organisations, NHS contractors, patients and the public.

As set out in our NHSBSA Strategy for 2024 - 2029

Our purpose: We deliver business service excellence to the NHS to help people live longer, healthier lives.

Our vision: To be the provider of national, at scale business services for the health and social care system, transforming and delivering these services to maximise efficiency and meet customer expectations.

Further information can be found at <https://www.nhsbsa.nhs.uk/>

## **2. BACKGROUND**

The Buyer is seeking to appoint a Supplier via the Crown Commercial Services Framework RM6226 Debt Resolution Services Framework, Lot 6 Litigation Services England and Wales. The current contract is due to expire on 24<sup>th</sup> September 2025 and the Buyer is looking to award a Call-Off Contract via the RM6226 framework for a period of 3 years and 3 months commencing 25<sup>th</sup> September 2025. An implementation period will commence in June 2025 with a Call-Off Start Date of 25<sup>th</sup> September 2025.

The Contract is required to provide Litigation Services to the NHSBSA Finance Department. Litigation Services will be required in the event that the Buyer has pursued recovery of debt, either internally, or both internally and with the assistance of a third-party debt recovery party, to no avail. Cases requiring litigation services will be considered on a case-by-case basis.

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

Call-Off Ref: Crown Copyright 2018

### Finance

The Buyer's Finance Department currently have a requirement for Litigation Services for the following Debt Types: -

- **Student Services Bursaries overpayments** – The Buyer administers bursary payments on behalf of Health Education England to eligible students who are studying on healthcare courses. Overpayments of a student's bursary can be incurred mainly due to, but not limited to:
  - Student withdrawal from the course for a reason
  - Failing to provide proof of childcare payments
  - Changes in circumstances
- **Social Work Bursaries overpayments** - The Buyer administers awards and bursary payments on behalf of the Department of Health and Social Care (DHSC) to eligible continuing students who are studying on social work courses. Overpayments of a student's bursary can be incurred mainly due to:
  - Withdrawal
  - Childcare award overpayment
  - Revised award
- **Learning Support Fund overpayments** – The Buyer is responsible for assessing and paying NHS Learning Support fund to eligible pre-registration students studying applicable medical courses. Over-payments of Learning Support Fund can be incurred mainly due to: -
  - Withdrawal/non-attendance
  - Change in circumstances
- **Pensions member award overpayments** - The Buyer administers the NHS Pension Scheme on behalf of DHSC. Overpayment of this debt to NHS Pension members, their spouse, dependent or next of kin can be incurred due to, but not limited to:
  - Death
  - Revised award
  - Re-employment
  - National Fraud Initiative (NFI)
  - Mistaken payments
  - Re-marriagesAll overpayments of pension benefits have to be repaid to the NHS Pension Scheme.
- **Injury Benefits Scheme award overpayments** – The Buyer administers the NHS Injury Benefit Scheme which provides income for people injured in the NHS service, providing an allowance for people who have permanently lost earning capacity as a result of illness or injury, wholly or partially attributable to their NHS services. Overpayment of this debt can be incurred due to:
  - a change in legislation
  - overpayment discovered due to a NFI exercise
  - a damages case
  - change in circumstances
  - death



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

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- revised award  
All overpayments of injury benefits have to be repaid to the NHS Injury Benefit Scheme.
- **Final Pay Control debt** - The Buyer administers the NHS Pension Scheme on behalf of DHSC. The purpose of the final pay control regulations in the 1995 Section of the NHS Pension Scheme is to protect the NHS Pension Scheme against the costs of excessive increase in pensionable pay at or before retirement. Employers are charged a penalty if they give a scheme member an increase in pensionable pay which is above the allowable amount in the final 3 years of their employment
- **Business as Usual debt** (e.g., overpayment of salaries, training courses) – The Buyer raises invoices to cover income related to the organisation. These are mainly due to, but not limited to:
  - the delivery of services
  - penalties for non-payment of pension contributions
  - late payment of Employer NHS Pension Scheme contributions
  - overpayment of salaries, training courses

The Buyer's Finance Department has a requirement for the following new Debt Types: -

- **Debt arising from adult social care enforcement** – The Secretary of State requires all Care Quality Commission regulated adult social care providers to provide information relating to their provision of social care in England. A financial penalty is imposed: -
  - on providers who, without reasonable excuse, do not comply with the information request
  - on providers who, without reasonable excuse, provide false or misleading information.The Buyer has been commissioned by DHSC to lead the enforcement process in regard to the recovery of the penalty.
- **Non-payment of a pre-payment certificate** - The Buyer is responsible for administering the NHS Prescription Prepayment Certificates scheme to the general public on behalf of the DHSC. Through the purchase of a certificate, it covers the holder's cost of purchasing all NHS prescriptions for the period in which it is valid.  
A debt arises when:
  - The holder fails to meet their payment obligations before the expiration of the certificate period.
- **Non- NHS provider prescription debt** - The Buyer is responsible for administering the Provider Prescription service on behalf of NHS England to recover the costs of providing the NHS pharmacy service to patients. The costs are recharged to the organisations who have been allocated the budget by NHS England as 'Providers' of this function in their geographical area.
- **Pharmacy contractor debt** – The Buyer makes payments to pharmacy contractors on behalf of NHS England and Primary Care Support England Market Entry with regards to an advancement of their NHS prescribing costs. Overpayments occur when there is a disparity between monthly payments made

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to a contractor and the pricing information received from them relative to the same period.

- Where a contractor remains in business, future advanced payments for prescribing costs will be adjusted to recover the overpayment.
- if the contractor is no longer in business, an invoice is raised to pursue recovery of the overpayment.
- **Pensions Annual Allowance Compensation Charge Scheme Member Debt (PAACCS)** - The Buyer administers the NHS Pension Scheme on behalf of DHSC. Clinical staff who have exceeded their annual allowance for the tax year, and who use scheme pays to pay the tax charge, may be compensated in retirement for any reduction to their NHS Pension Scheme benefits for that same year through using scheme pays. The scheme is appertaining to allowance and benefits from years 19/20 onwards. An overpayment may be incurred:
  - Where NHS Pensions Services revise the member's PAACCS payment, due to a change to their scheme pay deductions from their NHS Pension benefit for the same tax year, resulting in the member being paid more than they were entitled to.
- **Dental Services Debt** – The Buyer administers the NHS Dental Services contracts in both England and Wales which delivers dental services to NHS patients. Underperformance of these contracts may result in an over payment of funding which will require recovery from dental contractors.

## PART A. GENERAL REQUIREMENT

### 1. General

1.1 This Part A: General Requirements applies to all Services to be provided.

1.2 The Supplier must be able to provide all General Requirements set out in this Schedule which form part of the Deliverables available to be Ordered by the Buyer under this Call-Off Contract.

1.3 The Supplier shall comply with the General Requirements when providing each Service, during the Call off Contract until its expiry.

1.4 The Supplier shall have the ability to provide the Services throughout the whole of the United Kingdom (UK).

1.5 The Supplier must be able to meet the Buyer's requirements as specified in this Call Off Contract, and any future requirements agreed with the Buyer in accordance with the Variation Procedure or through the Change Control Procedure set out in Part B of Joint Schedule 2 (Variation Form and Change Control Procedure).

1.6 Not used.

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### **2. Access to Services**

2.1 The Supplier shall support the Buyer's accessibility requirements and offer relevant Buyer and Customer support in respect of such accessibility.

2.2 The Supplier shall ensure that they do not create barriers for individuals engaging with the Services, this includes, but is not limited to:

- Contact strategies and technologies that promote digital inclusion throughout the delivery of the Services.
- Contact strategies for those Customers that do not have access to or cannot use IT.
- Contact strategies that provide provisions and appropriate support for Customers who have language, understanding or communication restrictions (due to age, ethnicity, disability, etc.) This should include offering large text print services, text to talk, braille, audio format documentation, altering communication methods and timings based on user need, offering an interpretation/translation service for Customers whose first language is not English.
- Ensuring all communications are clear, transparent and easy to understand.
- Ensuring that the Services provide appropriate support for Customers regardless of their age, background or ethnicity.
- Aligning to the Money and Mental Health Policy Institute Mental Health Accessibility Standards.
- Ensuring web pages conform to WCAG 2.1 AA, to comply with the Public Sector Bodies (Websites and Mobile Applications) (No.2) Accessibility Regulations 2018 (SI 2018/952) or equivalent subsequent legislation relevant to the UK Public Sector.

2.3 The Supplier shall ensure that information provided in an accessible format is supplied at no additional cost to the Customer or Buyer.

2.4 Specific requirements, in respect of accessibility, as set out below.

2.4.1 The Supplier shall ensure that their solution conforms to Government Digital Standards Guidance and tools for digital accessibility - GOV.UK ([www.gov.uk](http://www.gov.uk))

2.5 Where a Customer or Buyer has informed the Supplier that their choice of communication with the Supplier is in the Welsh language, this must be noted in the Customer records within any Supplier Case Management System(s) and complied with by the Supplier.

2.6 The Supplier must deliver the Services in line with the Welsh Language Act 1993. In summary this means:

- where the Buyer asks for a Welsh service the Supplier must provide it and only communicate in the Welsh language;
- when the Buyer writes to the Supplier in Welsh, the Supplier must reply in Welsh; and

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- all English correspondence that the Supplier sends to an address in Wales must have a bilingual header.

### **3. Value for Money**

- 3.1 The Supplier must ensure that all elements of the Service delivery aims to maximise the value for money of solutions and maintains efficient service delivery to minimise the cost to the tax-payer.
- 3.2 The Supplier shall work collaboratively with the CCS and the Buyer to identify and deliver savings and identify and act on opportunities for improved benefits from the Services throughout the Contract Period.
- 3.3 The Supplier and its Subcontractors should maximise the use of technology throughout the lifecycle of the Services to continue delivering the most cost-effective solutions to the Buyer. This should include a continual exploration of emerging technologies that could have the potential to result in cost-reduction or increased efficiency of the Service delivery and improvement of the Customer experience. The Supplier that delivers Services through this Call off Contract will be expected to report to CCS annually on how they are exploring and delivering this requirement.

### **4. Training**

- 4.1 The Supplier shall provide training and support on the use of their products, Services and tools to the Buyer, at no extra cost.
- 4.2 The training provided shall be proportionate to the size and requirements of the Buyer as specified in the Order Form. The Buyer will require nominated Buyer staff to be trained by the Supplier so that they are able to train other Buyer staff, if required.
- 4.3 The Supplier shall ensure that all guidance and/or training documents are kept up-to-date, readily available to download online, available in hard copy upon request and provided at no extra charge to the Buyer.

### **5. Complaints and Compliments**

- 5.1 The Supplier shall have an easily understood, well-published and accessible procedure to enable Customers and third parties to make a complaint or compliment, and for complaints to be investigated.
- 5.2 The procedure must be agreed with the Buyer, be provided free of charge and, as a minimum, shall include the following requirements:
  - Escalation routes, outlining stages and timescales;
  - Acknowledgement of all complaints and an explanation of actions to be taken;
  - Regular updates to the 'complainant' on progress with their complaint;
  - A written record of all complaints and compliments, including details of any investigation;

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- A whistle-blowing policy to protect staff from victimisation; and
  - Where applicable, include escalation to a relevant trade association or regulatory body.
- 5.3 The Supplier must comply with any specific requirements for Customer complaints handling specified by the Buyer as set out below:-
- 5.3.1 In the event that the Supplier becomes aware of any media, official or Parliamentary correspondence they shall acknowledge such and contact the Buyer within one (1) working hour. The Supplier shall deal with the correspondence as specified by the Buyer. In the event that information is required from the Supplier such information shall be provided within twenty-four (24) hours.
- 5.3.2 The Supplier shall provide support outside of normal business hours in the event of :
- 5.3.2.1 breach of security
  - 5.3.2.2 high-level incident which impacts system availability
  - 5.3.2.3 media complaint or incident which could have reputational risk

## **6. Security and Data Management**

- 6.1 All Services need to maintain compliance with Call-Off Schedule 9 (Security Requirements) and Joint Schedule 11 (Processing Data). At the outset of this Contract these Schedules describe the minimum requirements Suppliers will be required to meet as part of this Call-Off Contract.
- 6.2 The Supplier and any Subcontractor shall ensure that the Buyer's Data and other information is kept secure and where the Supplier is taking card payments, the Supplier shall ensure that Payment Card Industry Data Security Standard (PCI-DSS) is maintained throughout the Contract Period of this Call-Off Contract.
- 6.3 The Supplier shall protect and maintain Buyer and Customer Data including personal and transactional data, ensuring confidentiality, integrity and availability.
- 6.4 The Supplier must update on a continual basis any Data used for Ordered Services to a standard sufficient to comply with the Data Protection Legislation, the Law and any requirements specified by the Buyer in this Call-Off Contract.
- 6.5 The Supplier must ensure that all Data sent to the Buyer is accurate in respect of source information used by the Supplier (other than the Customer Placement files provided by the Buyer).
- 6.6 The Supplier must adhere to the relevant security authentication procedures requested by the Buyer in relation to all transfers of data between the Buyer and the Supplier, and the Supplier and each Customer all inbound and outbound telephone calls, letters, face-to-face meetings, SMS, email, electronic and other communication with Customers.
- 6.7 The Parties shall agree in accordance with the terms of this Call-Off Contract, the Access Information and footprint which will be left on a Customer's Credit Reference

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Agency (CRA) record when Customer CRA data is accessed by the Supplier or Subcontractors through a CRA for the provision of the Services.

6.8 Notwithstanding Paragraph 6.7 of these General Requirements, the Supplier must have the capability to leave an audit only footprint on a Customer's credit file when delivering the Services.

6.9 Any access to on-line platforms provided by the Supplier or Subcontractor to the Buyer, including to CRA databases, must be restricted, auditable and access enabled by means of the Help Desk. Audits should provide the ability to see when users read, create, delete or update information.

6.9.1 On-line platforms should support single sign-on in line with SAML-OAUTH

6.9.2 On-line platforms should have the ability to implement Multi-Factor Authentication (MFA) in line with NCSC guidance <https://www.ncsc.gov.uk/guidance/multi-factor-authentication-online-services> and <https://www.ncsc.gov.uk/guidance/authentication-methods-choosing-the-right-type>

6.9.3 Access to on-line platforms should be managed appropriately in line with the Buyer's joiners, movers and leavers process as specified by the Buyer.

## **7. Information Technology**

7.1 Unless agreed with the Buyer, all transfers/transactions between the Buyer and the Supplier shall be compatible with Buyer requirements and electronic. The Supplier will need to comply with the Buyer-specified and accredited Secure File Transfer Mechanism and data / file formats set out below, unless otherwise agreed in writing with the Buyer.

7.1.1 For Finance Department debt, the Supplier will allow SFTP to securely interface with the Buyer's System to exchange files daily, weekly, and on an adhoc basis.

7.2 Files are currently transferred via batch imports.

7.3 The Supplier's Systems and interfaces must be able to accommodate future upgrades to the Buyer's Systems.

7.4 Where applicable the Supplier must be able to process raw / unformatted data files supplied by the Buyer.

7.5 The Supplier should ensure that the execution of Services is automated, unless agreed otherwise by the Buyer in writing, and does not create requirements for any manual intervention from the Buyer. Where applicable and, as defined by the Buyer, the Supplier should make data files and outputs compatible with existing Buyer back-office platforms and Buyer Systems in order to minimise the use and associated cost of Buyer software providers.

7.6 The Supplier shall seek permission from the Buyer and comply with any security, assurance or testing requirements prior to utilising any on-line Supplier Systems to be used for the purposes of any communication or transaction with a Customer. The Buyer will require the Supplier to complete a Third-Party Assurance assessment prior to Call Off Start Date as set out in this Part A (Appendix 1).

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### **8. Case Management Systems**

8.1 The Supplier must maintain an electronic auditable retrievable log of Data sent and issued to and from the Buyer and to and from any Customer and any action taken in connection with the Services within a Case Management System. This log must contain date and time stamps for all communication and activity, and a record of all the Supplier Staff that create or edit the record, and a record of any Supplier Staff or Buyer Personnel who access any Customer records or information.

### **9. Project Management**

9.1 The Supplier must ensure that the Services are delivered on-time, on-budget and to the required Standard and in accordance with the Specification.

9.2 The Supplier must ensure that the Services are implemented in accordance with the Contract and any change agreed shall be made in accordance with the Variation Procedure or, where applicable, the Change Control Procedure, and delivered via a recognised project management methodology in line with recognised industry practice as defined by a recognised industry body (including Axelos, APA and BSI), and by Supplier Staff with associated project management qualifications.

9.3 The Supplier must identify, manage, mitigate and communicate promptly risk associated with the delivery of the Services to the Buyer.

9.4 The Supplier must maintain an appropriate risks and issues log.

### **10. Set-up / Implementation**

10.1 The Buyer will provide a draft Implementation Plan in accordance with Call-Off Schedule 13 (Implementation Plan and Testing). Notwithstanding Call-Off Schedule 13, that plan will set out the applicable Milestones, Deliverables and Milestone Dates that the Supplier must achieve for the Buyer to authorise the Supplier to undertake a Controlled Go Live and transition into the live running of the Service; and

10.1.1 The Supplier must attend all Buyer on-boarding events as defined by and agreed by the Buyer during the development and agreement of the Implementation Plan and where requested by the Buyer must facilitate the inclusion of key stakeholders, as defined by the Buyer, at those events;

10.1.2 The Supplier must provide training to each Buyer on how to access, navigate and effectively utilise any Buyer Portal and/or Supplier Case Management System where access is provided by the Supplier as part of the Service;

10.1.3 The Supplier must work with its Subcontractors to ensure that implementation Deliverables and timelines are agreed, fully understood and delivered;

10.1.4 The Supplier must ensure that all products provided to the Buyer have been through appropriate quality control checks by the Supplier prior to being submitted to the Buyer for Approval; and

10.1.5 The Supplier shall appoint a project manager (Project Manager) who shall be responsible for the overall management of the implementation Deliverables. The Supplier must ensure that the Supplier's Staff and Key Staff responsible for the delivery of the Milestones and Deliverables within the Implementation Plan are fully engaged

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with and work in partnership with the Buyers Delivery Team to support a well understood and timely delivery of the Implementation Plan.

10.2 The Supplier must monitor progress against the Implementation Plan in accordance with Call-Off Schedule 13 (Implementation Plan and Testing) and provide a weekly report updating the Buyer on progress against the Implementation Plan, including:

- Performance against Milestones;
- Agreed delivery dates (including Milestone Dates) against actual delivery dates;
- Issues impacting delivery; and
- Risks.

### **11. Pay-over**

11.1 Pay-over arrangements must follow the Buyer guidelines as produced by the Buyer and provided to the Supplier in writing from time to time. Any decisions outside of the Buyer guidelines need to be Approved by the Buyer.

11.1.1 The Supplier shall not transfer overpayments of debt to the Buyer.

11.1.2 The Supplier shall ensure all payments are cleared before being paid over to the Buyer.

11.2 The Supplier shall transfer all Pay-over of monies via bank transfer and schedules of information required by the Buyer and any required supporting documentation electronically (using a secure medium chosen by the Buyer) in a format to enable automatic update of the computer system specified by the Buyer.

11.2.1 The Supplier will be required to Pay-over of monies to the Buyer to multiple bank accounts to be specified by the Buyer

11.3 The Supplier shall and shall procure that those Subcontractors who collect cash money from Customers, pay those monies into an Escrow Account in accordance with the Deed of Trust, a template of which is set out in Call-Off Schedule 24 (Deed of Trust Template).

### **12. Reporting and Assurance**

12.1 The Supplier shall provide reports to the Buyer in accordance with its obligations under the Framework Contract and Call-Off Contract, as applicable. Specific details to be provided by the Buyer during implementation and in Call-Off Schedule 1 (Transparency Reports).

12.2 The Supplier must be able to reconcile, track and report where each Account is placed across its supply chain and must provide the Buyer access to the current status of all Accounts Placed with the Supplier.

12.2.1 The Supplier shall provide management information to the Buyer on monthly basis no later than the 10<sup>th</sup> Working Day of the month following the preceding Service Period, which shall include (but not limited to):

Debt placement volumes and values per Debt Type – monthly/cumulatively



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Liquidation rates – monthly/cumulatively

Payment Arrangements – monthly/cumulatively

Current cases per Debt Type

Age of Cases

Time to issue proceedings

12.3 The Supplier shall ensure that all MI Reports provided to the Buyer are accurate to the best of the Supplier's knowledge and belief at the time of issue.

12.4 The Supplier must facilitate at the request of the Buyer, acting reasonably, periodic Audits and random checks on Accounts Placed and the Services provided, in which the Buyer or the Buyer's Auditor may participate.

### **13. Service Delivery**

13.1 The Supplier and any Subcontractors must be able to manage fluctuations in Buyer Placement volumes and frequency, whilst still delivering the Ordered Services in line with the Service Levels, Standards and Specification requirements.

13.1.1 The Buyer will monitor the performance of the Supplier throughout the Contract Period to ensure the Service Levels set out in Call-Off Schedule 14 (Service Levels) are met.

13.2 The Supplier shall input all Buyer Data, Customer Data and/or third party Data provided by the Buyer and inputted into the Supplier System within one Working Day after receipt unless otherwise agreed in writing with the Buyer.

### **14. Client Services**

14.1 The Supplier must provide Client Services to Buyers. The requirements will be Service specific and will be agreed by the Buyer.

### **15. Standards**

15.1 The specific Standards relevant to this Lot are set out in Part B of this Schedule, however, with regard to the Standards:

- the Supplier and CCS may, from time to time, update and amend the Standards set out in Part B of this Schedule, to ensure that they remain current and accurately reflect the Specification requirements during the relevant Contract Period.

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### **16. Social Value**

#### **16.1 Mandatory Social Value Requirements**

16.1.1 There are a number of mandatory (unless specified otherwise by CCS) contractual Social Value requirements and Deliverables as set out within table 3 below. Progress against and Delivery of these requirements will be reported to CCS through the Supplier Social Value Action Plan.

#### **16.2 Supplier's Social Value Proposal**

16.2.1 In addition to the mandated Social Values Deliverables, the Supplier will deliver the Social Value proposal detailed within the method statement provided within Framework Schedule 2 (Framework Tender). The proposal will be linked to improving financial wellbeing, will be either new activity or actions or be additional activity or actions if the Deliverables are already being met by the Supplier. For clarity, the proposal must not contain only details of existing Supplier Social Value actions or activities.

16.2.2 Not Used

16.3 Not Used

16.3.1 Not Used

16.3.2 Not Used.

#### **16.3.3 Social Value Deliverables**

16.3.3.1 The Supplier shall demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce.

16.3.4 As a minimum the Supplier must report quarterly:

- Number of people-hours spent supporting the deliverables
- Financial investment in meeting the deliverables
- Progress against the outcomes the Supplier aims to achieve
- Number of people reporting positive experience or outcomes because of the activity

16.4 The Supplier will create a specific Supplier Social Value Action Plan that sets out the detailed Deliverables, resources and key Milestones required to deliver the proposal, as part of the draft Supplier Social Value Action Plan as required within Framework Schedule 4 (Framework Management). The Approval of the draft plan will follow the process set out within Paragraph 3 of Framework Schedule 4 (Framework Management).

16.5 The Supplier Social Value Action Plan will describe what, how, how much (all resources) who, when and where they will deliver Social Value and the expected outcomes, and the Supplier will be reviewed by CCS to ensure all key Deliverables and outcomes are measured, achieved and evaluated. This should include but not be limited to:

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- timed action plan
- use of metrics
- tools/processes used to gather data
- reporting
- feedback and improvement
- transparency

16.5.1 The Supplier shall be required to deliver the Social Value Proposals from the point the Buyer agrees a Call-Off Contract with the Supplier.

16.5.2 The Supplier shall be required to demonstrate annual incremental increases in the Social Value the Supplier delivers.

16.5.3 The Supplier shall evidence how the Social Value they will deliver and will continue beyond the end of the Contract Period, within the Supplier Social Value Action Plan.

16.5.4 Unless specified by the Buyer, the type of Social Value described with the Supplier Solution will cover the type of Social Value to be delivered on behalf of all Buyers.

16.5.5 The Supplier will be required to describe their investment in Social Value relative to the revenue generated through Contracts with Buyers. The Supplier shall be required to update the Supplier Social Value Action Plan to demonstrate how the investment in Social Value will increase in line with additional revenue being generated through Buyers when any Buyer Contract is agreed.

16.5.6 In addition to the Supplier Social Value Action Plan and requirements set out within Framework Schedule 4 (Framework Management) the Supplier will be required to report to CCS and Buyers at least bi-annually on the delivery of their Social Value commitments. The frequency and format will be specified by the Buyer.

## **16.6 Call-Off Contracts**

16.6.1 The Buyer requires Social Value to be delivered in line with the Buyer's specific policy objectives, and additional Social Value requirements as detailed below.

16.6.2 The Buyer prioritises wellbeing, inclusion, accessibility, social impact and social mobility and has identified the following social value priority for this procurement: Theme 5: Wellbeing, in particular financial wellbeing. The Supplier shall be responsible for ensuring that social value priorities will be delivered through this Call Off Contract and is required to demonstrate how they will deliver against the Deliverables set out at 16.3.3.1. More information on Social Value can be found at <https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts> and <https://assets.publishing.service.gov.uk/media/5fc8b7ede90e0762a0d71365/Social-Value-Model-Edn-1.1-3-Dec-20.pdf>

16.6.3 The Buyer will monitor the performance of the Supplier throughout the Contract Period as set out in 13.1.1 of this Call-Off Schedule 20.

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16.6.4 The Buyer requires the Supplier to comply with Greening government commitments 2012 – 2025 for ICT and digital service strategy as detailed below:

### **16.6.4.1 To meet net zero by 2050 (or sooner) –**

2020: The Supplier shall commit to science-based net zero targets in line with the Paris Agreement (or Buyer target, whichever is sooner) and have developed carbon mitigation and adaptation strategies.

2025: The Supplier shall follow up the commitment made to becoming net zero with a road map and action plan, showing proven progress towards the goals, seeking a carbon positive/net gain/net positive outcome through the services provided.

### **16.6.4.2 Circular economy – resources and waste strategy**

2020: The Supplier shall have circular ICT policies and strategies and products are routinely designed for durability, ease of maintenance and recycling. Problematic materials and substances have, or are being, phased out of use.

2025: The Supplier shall have established zero waste to landfill or zero-waste targets. Suppliers are meeting targets to incorporate more recycled materials in their products and eliminate the use of single use plastics. There is a yearly increase in ICT kit purchased/leased that is remanufactured/refurbished.

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**Table 3 Mandatory Social Value Deliverables**

<b>Lots Applicable to</b>	<b>Social Value (SV) Theme</b>	<b>SV title</b>	<b>SV Supplier Deliverables</b>	<b>How this is to be measured?</b>
<b>All</b>	<b>Various</b>	Nominated SV roles	The Supplier shall have a nominated Social Values Champion and executive level Social Values sponsor	Detailed in Key Supplier Staff (Call Off Schedule 7)
<b>All</b>	<b>Various</b>	SV policy	The Supplier shall have a documented Social Values Policy	Receipt and review by CCS and Buyers on request
<b>All</b>	<b>Various</b>	Supplier SV Plan	The Supplier will develop and maintain a plan throughout the Contract Period detailing how it will contribute to the overall achievement of the Buyer's Social Value priorities.	Through measuring progress against the Deliverables within the Supplier SV Plan

<b>1,5,6, 7, 20</b>	<b>Wellbeing</b>	Mental health first aiders	The Supplier must have appropriately trained mental health first aiders to support colleagues	Training certification to be provided upon request
<b>All</b>	<b>Wellbeing</b>	Mental Health workplace wellbeing	The Supplier shall, and shall commit to, and shall actively promote to its sub contractors, the Mental Health at Work Commitment Standards  <a href="https://www.mentalhealthatwork.org.uk/commitment/standards/">https://www.mentalhealthatwork.org.uk/commitment/standards/</a>	Commitment document to be evidenced

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1,5,6, 7, 20	Wellbeing	Fairness Principles	<p>The Supplier to adhere to Government's 'Principles of fairness for government debt collection'</p> <p>Section D:</p> <p><a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/886367/GovS-014-Debt_Functional-Standard.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/886367/GovS-014-Debt_Functional-Standard.pdf</a></p>	Subject to customer audits and oversight
All	Wellbeing	Plain English Certified	<p>All Customer communications must conform to plain english certified standards</p> <p><a href="http://www.plainenglish.co.uk/">http://www.plainenglish.co.uk/</a></p>	<p>Certification and standards to be supplied to customers on request</p>

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Appendix 1 to Part A (General Requirements)

# NHSBSA Third Party Assurance Assessment

This series of questions seeks to establish an overview of your organisation's information security posture.

Evidence to substantiate the responses must be readily available, if required for review by the NHS Business Services Authority (NHSBSA).

Please provide full answers to questions, avoiding simple 'yes' or 'no' answers where possible. Any questions which you feel are not applicable can be marked as 'n/a' but should be accompanied by the reasoning for that decision.

## General Questions

**Tell us the name of your organisation**

**Provide details of any previous or current contract with the NHSBSA (if any)**

**Provide a contact email address** (we will use this address to contact you regarding your submission)

## Formal Certification and Attestation

Does your organisation have certification to, or can you evidence compliance to:

- ☐ ISO 27001 (this must be provided by a UKAS Accredited (or equivalent) Certification Body)
- ☐ Data Security and Protection toolkit (DSPT)
- ☐ PCI DSS
- ☐ Cyber Essentials Plus

## Details of Provided Services

Describe the service(s) you provide, or will be providing to the NHSBSA

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Does your organisation have an information security management system (ISMS) implemented across the service(s) you are or will be providing to the NHSBSA?

Will your delivery of services come from any location situated outside of the United Kingdom (UK)? (If yes, please provide the names and geographic locations of all affected services)

Will your delivery of services come from any location situated outside of the European Economic Area (EEA)? (If yes, please provide the names and geographic locations of all affected services)

Does your organisation make use of third-party service providers within your service or product delivery? (If yes, please list your suppliers, and where and how they are used)

## Policies

Can your organisation offer examples of formal documentation such as internal standards, policies and operating procedures? (If yes, please provide copies of the following policies or their broad equivalents as supporting information)

## Staff

Does your organisation provide employees with security awareness sessions and training upon joining the organisation and at regular intervals during employment?

Does your organisation make use of contract, agency, or casual staff?

Does your organisation carry out formal background checks on all prospective employees prior to making them an offer of employment?



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Do you implement enhanced levels of vetting when staff require access to sensitive or confidential information?

Provide a list of key security contacts within your organisation (Information Security, Cyber Security, Data Protection etc.) – this should include their full name, job title and contact details

## **Testing**

Does your organisation undertake regular internal testing of technical security controls for the services being provided? (Examples include vulnerability testing, penetration testing and security exercises)

Does your organisation engage external or otherwise independent specialists to conduct testing? (Examples include red hat exercises, external penetration and vulnerability testing)

## **Security Incidents**

Have you had any data breaches in the last 12 months that were reported to an authoritative body such as the Information Commissioners Office (ICO) or Police? (If yes, please provide further details)

## **PART B – SPECIFIC REQUIREMENTS**

### **Litigation Services England and Wales (URN 6.0)**

#### **1. Key Deliverables**

1.1. This clause describes the key deliverables of the service. The remaining clauses of this schedule together with all other schedules of the contract describe how the Supplier is required to operate when delivering the services.

- a) Litigation Action and Strategy - The Supplier shall utilise relevant data and information to identify the Customer's circumstances and the optimal approach to collecting their Debt and agree with the Buyer how to apply the effective strategy to enable the most appropriate outcomes. The Supplier must be capable of effectively and efficiently applying the full range of civil litigation activities outlined within this Contract, and where unsuccessful, explain why and what and how the Parties can learn from it and build improvements into future activity.
- b) Case Management System - The Supplier shall utilise a Case Management System to create an accurate, secure and reconcilable audit trail of all records and activity relating to any Buyer case Placed with the Supplier
- c) Client Services – The Supplier shall provide nominated Supplier Staff contacts to Buyers that will be responsible for providing advice, information, and resolution of any queries, issues or risks that arise and impact the contract. The Supplier shall also provide named operational Supplier Staff contacts for day-to-day contract operations activities.
- d) Case Management – The Supplier must utilise relevant qualified Supplier Staff and ensure that work is distributed according to complexity in order to ensure evidence efficiency and cost effectiveness to the Buys. Engagement, reporting and information must be provided to the correct Buyer contacts as specified by the Buyer.
- e) Pricing Proposals – The Supplier shall set out the estimated cost of any recommended litigation action a "Litigation Costs Proposal" in line with Paragraph 3.2 of Framework Schedule 3 (Framework Prices)
- f) Customer Contact - The Supplier shall treat Customers fairly and shall utilise a range of contact and collection strategies to optimise the volume and quality of engagement with Customers in line with Buyer guidelines including complaints handling.
- g) Payments - The Supplier shall provide a range of payment methods and channels to Customers
- h) Payment Arrangements – The Supplier must collect Debts on behalf of the Buyer, seek to collect payments in full, or establish payment arrangements in line with

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the Buyer's instructions. The Supplier shall also ensure secure, accurate and timely Pay-over of Debt collected to the Buyer.

- i) Invoice and Charging – The Supplier shall ensure timely accurate invoices, and prompt payment of any Subcontractor.
- j) MI and Reporting - The Supplier shall provide the Buyer with access to platforms and MI to enable the Buyer to view real-time case statuses and trend analysis
- k) Security – The Supplier and any Subcontractors shall deliver all Services securely in line with GDPR, the Law and the requirements of the Contract, and accurately and effectively record, report and resolve any issues in line with the Contract

## **2. Standards**

- 2.1 The Supplier must be fully compliant with the Solicitors Regulation Authority (SRA) standards, regulations and codes of conduct for firms and solicitors
- 2.2 The Supplier and any Subcontractor that processes payments must be PCI DSS certified
- 2.3 The Supplier must be ISO 9001 certified or have an equivalent quality management system.
- 2.4 When undertaking any collections or pre-litigation action, the Supplier must adhere to the FCA treating Customer Fairly guidelines

## **3. Litigation Action URN 6.0**

- 3.1 The following litigation services can be procured through this framework agreement (including the appropriate alternative action in Northern Ireland) The services are as defined within the Civil Procedure Rules unless they are not a court legal action or defined separately within this schedule:

- (a) Judgement or equivalent Order to Enforce (as agreed with the Buyer)
- (b) Pre-enforcement / Early action Case Management
- (c) Pre litigation verification
- (d) Warrant of Execution (County Court - bailiff to attend Customer's address);
- (e) Attachment of Earnings;
- (f) Writ of Fi Fa (High Court);
- (g) High Court Enforcement Agent Service;
- (h) Third Party Debt Order;
- (i) Charging Order (and apply for restriction)
- (j) Drive-by Asset Valuation
- (k) Order for Sale
- (l) Order to obtain information;
- (m) Bankruptcy (insolvency, including CVA, IVA proposals and Debt Arrangement Schemes (Scotland);
- (n) Order for Possession;

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- (o) Freezing Injunctions and search orders;
- (p) Tomlin Order (court action is stayed);
- (q) European Orders for Payment;
- (r) European Small Claims Procedure or European Enforcement Order (if appropriate).

3.2 The Supplier will take appropriate enforcement action based on the relevant legal order obtained as instructed by the Buyer

3.3 The Supplier shall if required, consult with the Buyer to agree any escalation required.

### **4. Managed Service and Subcontracting**

4.1 Where the Supplier is providing a managed service and / or using Subcontractors to deliver any or all Litigation Services, the Supplier shall ensure effective delivery of all Litigation Services to the Buyer, including those described at Part F 3.1 above, provided directly and/or by any Sub-contractors

4.2 The Supplier will be responsible for ensuring all requirements and standards are effectively flowed down throughout its supply chain in accordance with the Framework Agreement and this Call-Off Contract.

4.3 The Supplier will be responsible for audit and assurance activity that evidences delivery against the requirements, and that the required relevant standards, certifications and accreditations are in place prior to Services commencement and maintained throughout the life of this Call-Off Contract.

4.4 The Supplier will ensure value for money by utilising the most effective Subcontractors to provide the Litigation Services and to collect Buyer's specific Debt Types.

4.5 The Supplier will ensure that any management fees Charged for the Litigation Services which relate to the managed services aspect of the Services are reflective of the work undertaken to manage Litigation Services and drive Litigation Services performance.

### **5. Execution of Litigation Strategies, General Requirements**

5.1 The following sections 5 to 19 of this Part B shall apply to any and all of the Litigation Services;

5.2 The Supplier shall be able to execute agreed strategies for the recovery of Debts as defined within the Buyer's Call-Off Contract.

5.3 The Supplier shall develop strategies for the recovery of Debts according to Buyer requirements and ensure those strategies are utilised. The Buyer requires the Supplier to recover debt for the following cases which includes (but is not limited to): -

5.3.1 Cases for a non-deceased person;

5.3.2 Cases where a person is deceased and has been overpaid money and third-party liability for the overpayment has been established;

5.3.3 Cases where a person is deceased and has been overpaid money and recovery is required from their estate, with details of next of kin or will executor/s known;

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- 5.3.4 Cases where a person has been overpaid money and Power of Attorney exists over the affairs; and
- 5.3.5 Cases where a mistaken payment has been made due to a keying error and the beneficiary is unknown.
- 5.4 The requirements set out in clauses 1 and 2 above are applicable to any Service which involves the execution of a litigation strategy, this is inclusive of any Services detailed within clauses 19 and 20 below.
- 5.5 The Supplier must only pursue a litigation strategy after Approval is received from the Buyer. The Supplier must provide a Litigation Costs Proposal that outlines the expected costs of the proposed action (this can cover multiple cases if agreed by the Buyer) as per Schedule 3 of this Contract (Framework Prices) The Supplier will provide advice as to any risk of the costs escalating beyond the costs outlined in the proposal and any options for review and cessation of activities that may curtail the costs.
- 5.6 The Supplier will perform the Buyer Approved litigation strategy on all Accounts Placed for litigation.
- 5.7 The Supplier shall use a unique identifier for each Account.
- 5.8 Where the Buyer makes a Placement of a subsequent Account(s) for the same Customer, the Supplier shall use a unique identifier for each Account.
- 5.9 The Supplier shall have the ability to pursue multiple Accounts for the same Customer, in singular interactions with the Customer, where requested by the Buyer.
- 5.10 The Supplier must assess and report on the appropriateness of the litigation strategies on a monthly basis, explain why when unsuccessful, and propose revisions of the litigation strategies if the Supplier considers such revisions would improve the results it delivers to the Buyer.
- 5.11 The Supplier must be able to demonstrate to the Buyer that each Account has been given individual attention.
- 5.12 The Supplier will ensure that it can evidence to the Buyer, adherence to the litigation strategy agreed with the Buyer, including being able to track individual activity applied to each account.
- 5.13 The Supplier shall collect and provide promptly on written request, detailed case activity management information to the Buyer.
- 5.14 The Supplier shall review all inactive Accounts and, unless specified otherwise by the Buyer, return them to the Buyer after a period agreed with the Buyer. The definition of 'inactive Accounts' shall be agreed between the Buyer and Supplier.
- 5.15 Subject to the terms of the Call-Off Contract, the Supplier may be required to continue recovering Debt where an agreement with the Customer is already in place at the time of the Call-Off Contract expiry. This is to ensure Customers are treated fairly and to minimise the risk of breakage of payment plans and to ensure a smooth hand-back of Accounts to the Buyer.
- 5.16 When an Account has gone through the litigation process, in accordance with the agreed litigation strategy, without being resolved, the Supplier will use the available information to assess the suitability of next steps. The Supplier will suggest the most

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appropriate actions to take to the Buyer (e.g. enforcement, write-off etc.). The Supplier will demonstrate what data and information it has used to inform the assessment. The Supplier will then take the next steps if Approved by the Buyer.

5.17 The Supplier must report to the Buyer on the reasons for failing to obtain recovery on Accounts Placed with the Supplier for litigation and provide a monthly report to the Buyer which provides these reasons at Account level e.g. a closure file with detailed return codes.

5.18 Where requested by the Buyer in writing, the Supplier shall promptly provide comprehensive information to support the decision to write-off Accounts.

5.19 If Litigation or any Enforcement action is not successful, the Buyer may instruct the Supplier to utilise the Buyer's specific legal powers. Any such requirements will be specified by the Buyer.

## **6. Litigation Case Management System**

6.1 The Supplier shall maintain an accurate up-to-date view of all case details and action taken on all accounts placed by the Buyer

6.2 The Supplier shall provide MI taken from the system relating to case status and action to the Buyer in the format and frequency agreed with the Buyer within their Call-Off Contract. The Supplier must have the capability to provide this electronically through Buyer access to their systems.

6.3 The Supplier will fully comply with the Buyer's periodic monthly reconciliation of Accounts held, including balances of Accounts held, against the Buyer's records, in accordance with the Performance Indicators and Target Performance Levels as set out in Call-Off Schedule 14 (Service Levels) The detailed requirements and periodicity will be agreed with the Buyer, but must be available at least quarterly.

## **7. Client Services**

7.1 The Supplier shall provide relevant qualified contacts of Supplier Staff;

- for day-to-day operational activities;
- to liaise with the Buyer to arrange attendance of the Buyer at court hearings as required by the Buyer;
- to provide advice and information to Buyers with regards to proposed litigation action and escalation of action including pricing proposals;
- and will provide nominated contacts that are authorised to deliver and approve pricing proposals;
- and will liaise with 3<sup>rd</sup> party organisations including but not limited to Customer legal representatives, Land Registry officials, conveyancing solicitors, as appropriate and as specified by the Buyer.
- to provide advice, information, and resolution of any queries, issues or risks that arise and impact the contract.

7.2 The Supplier shall provide a dedicated contacts of Supplier Staff to Buyers that will be responsible for organising, managing and recording as required by the Buyer for;

- regular review meetings, which may be in person at the Buyer's premises, by video conference, webinar or telephone
- regular catch-up meetings/telephone calls to discuss current and on-going issues

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- working with the Buyer to resolve any on-going operational issues
- working with the Buyer to proactively introduce initiatives to:
- Create efficiencies in processes
- Improve the environmental performance of the contract.

### **8. Customer Contact**

8.1 The Supplier shall, and shall ensure that Subcontractors shall, initiate contact with Customers and act on contact with Customers, as per the Buyer Approved litigation strategy.

8.2 For Accounts Placed the Supplier shall contact all Customers where contact information is available, according to the litigation strategy Approved by the Buyer.

8.3 Where Letter Before Action or Early Action is requested by the Buyer, The Supplier shall provide national coverage for contact with Customers.

8.4 The Supplier shall initiate contact using a full range of methods which can include but are not limited to;

- letters
- SMS text
- Secure email
- Secure Web-Chat / web messaging
- Customer portals
- telephone calls
- automatic dialler
- face to face (field or reconnections agents)

8.5 Contact channels and contact frequency used by the Supplier must be Approved by the Buyer.

8.6 The Supplier shall ensure that any contact with Customers within the litigation strategy is executed promptly after Placement of Accounts from the Buyer.

8.7 Where the Buyer communicates a change of balance on an Account the Supplier must ensure that Customers are contacted promptly e.g. to review and re-negotiate payment arrangements, etc.

8.8 Where appropriate the Supplier shall deal with authorised representatives of the Customer (e.g. Power of Attorney) subject to validation rules to be agreed in writing with the Buyer.

8.9 Where appropriate the Supplier shall deal with authorised representatives of the Customer (e.g. Power of Attorney) subject to validation rules to be agreed by the Buyer during Implementation.

8.10 In addition to the scripts and templates for Customer contact to be agreed as part of the litigation strategy, new guidance may be agreed from time to time between the Buyer and Supplier for how Customers should be communicated with this should:

- include scripts and/or templates for each communication channel should as a minimum;
- encourage the Customer to engage;

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- include reference to further support where appropriate e.g. debt advice agencies;
- clearly set out relevant information to enable the Customer to make informed decisions;
- include reference to the Law;
- clearly set out the process of escalation and consequences

8.11 The Supplier shall respond to Customer queries using channels such as described in paragraph 8.4 above as Approved by the Buyer.

8.12 The Supplier shall send all disputes, appeals and objections or queries with or from Customers requiring input from the Buyer (alongside any related correspondence or additional information) to the Buyer and only suspend litigation if instructed by the Buyer.

8.13 The Supplier shall have the ability to centrally, electronically record, and track disputes, appeals, objections, queries and complaints and promptly make this information available to the Buyer upon a written request.

8.14 Where a Buyer provides a response to any Customer disputes, appeals, objections, queries or complaints, the Supplier must review the Account and adjust the relevant Outstanding Balance and/or litigation strategy as appropriate or as instructed by the Buyer.

8.15 The Supplier must demonstrate that they are treating customers fairly in any engagement, interaction or correspondence with Customers.

## **9. Calculating Interest and Penalties**

9.1 The Supplier shall, where requested, calculate and reflect interest and penalties in the Outstanding Balance as per any methodology provided by the Buyer.

9.2 Where requested by the Buyer, the Supplier shall notify the Customer of the increase in their obligation due to the accrued interest and/or penalty/and/or fee due.

9.3 When requested by the Buyer, the Supplier must ensure that payment arrangement information which may result in a Customer accruing interest or penalties charged directly by the Buyer, is accurately & timeously recorded and flows back to the Buyer as required.

## **10. Customer Circumstances**

10.1 The Supplier will monitor and react to Customer change of circumstances, including vulnerability and financial hardship, as per the litigation strategy Approved by the Buyer.

10.2 Unless specified otherwise by the Buyer, the Supplier will notify the Buyer of:

- Changes to Customer contact information in an agreed format.
- Customers identified by the Supplier as vulnerable.
- Customers identified as undergoing a statutory debt solution.
- Customers who have deceased
- Customers who are in prison
- Customers who are on armed services duty

10.3 Where the Supplier has verified that the Customer has changed address they shall



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restart or resume, as appropriate, the agreed Collections and communication strategy and issue communications to the newly verified address where appropriate and as agreed by the Buyer.

10.4 The Supplier shall maintain well-established relationships and communication channels with the various industry commercial and charity debt advice providers to ensure that any notifications regarding a Customer's circumstances are received promptly from such debt advice providers, acted on in accordance with the litigation strategy and that information is passed to the Buyer where any decision-making is required at an Account level.

10.5 In accordance with Buyer requirements, the Supplier shall use all available tools to implement forbearance, freeze interest/charges or apply breathing space for Customers facing financial difficulty.

## **11. Payment Arrangements**

11.1 Where instructed by the Buyer, including as part of any agreed Letter Before Action or Early Action process, the Supplier;

- Shall agree with the Buyer the process for managing payment arrangements, broken Payment Arrangements and escalations;
- Shall negotiate a payment arrangement with Customer and follow up on non-compliance with the Payment Arrangement.;
- Will aim to secure payment in full, and if a Customer is not able to pay, negotiate a suitable arrangement with the Customer in accordance with the guidance provided by the Buyer;
- Shall ensure that all payment arrangements are based on an assessment of the Customer's affordability to create tailored and affordable repayment plans;
- Will not settle a Debt for less than 100% repayment of such Debt, unless specifically instructed by the Buyer;
- Will offer direct debit as the

first option for all Payment Arrangements unless otherwise agreed with the Buyer as part of the litigation strategy;

- Will contact a Customer following the first missed payment and continue to follow up where payments have not been made in accordance with Payment Arrangements, in order to settle the Account in full, or bring the Customer back onto a Payment Arrangement.

## **12. Payment Processing**

12.1 The Supplier will liaise with Customers in order to resolve their Outstanding Balances, match payments to the relevant Outstanding Balance and transfer any funds collected to the Buyer as per the arrangements specified by the Buyer.

12.2 The Supplier shall have the facility to offer Customers a full range of payment methods. Accepted payment methods shall be specified by the Buyer.

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- 12.3 Where applicable, for any cash payments tendered by the Supplier at an office or through a postal system the Supplier shall issue a form of receipt to the Customer.
- 12.4 The Supplier shall match each Customer payment to the relevant Outstanding Balance using the individual Account reference number and allocate payments correctly.
- 12.5 Unless specified in writing by the Buyer, if the Supplier receives payment with no Debt reference from a Customer who has more than one Debt Placed with the Supplier, the Supplier must ensure that payments are allocated in accordance with the payment hierarchy to be specified by the Buyer when the collection strategy is agreed.
- 12.6 If the Supplier receives payment with no Debt reference from a Customer who has more than one Debt placed with the Supplier, the Supplier shall hold the payment in a suspense account and:
- where there is sufficient information, contact the Customer for advice on which Debt to allocate the funds to; and
  - if the Customer does not respond within 10 Working Days, allocate the money as per any payment hierarchy procedure communicated to the Supplier by the Buyer at the time the Account was or Accounts were placed with the Supplier.
- 12.7 The Supplier shall monitor payments to ensure that funds are cleared through the Supplier's accounts and reduce Outstanding Balances by the amount of Customer payments accordingly.
- 12.8 The Supplier shall investigate queries to facilitate prompt (re)allocation of payments and resolution of issues.
- 12.9 The Supplier shall transfer payments received from Customers electronically via composite payments(s) to an agreed frequency to the relevant Designated Account as specified by the Buyer.
- 12.10 The Supplier shall support the composite payment with an electronic payment file, in a format and frequency as agreed by the Buyer. The file must detail individual payments and include as a minimum:
- Supplier account reference number / unique identifier
  - Buyer account reference number / unique identifier
  - The Customer name
  - The amount recovered; and
  - Effective date of payment
  - Where possible the file should also include details of payment mechanism
  - Breakdown of payment components.
- 12.11 not used.
- 12.12 The Supplier should only transfer payments to the Buyer that are cleared through the UK banking system. Should any payments be reversed or dishonoured post transfer of funds to the Buyer, the Buyer should be promptly notified and supplied with the relevant supporting documentation or a reconciliation file where appropriate. The Buyer shall not be liable for and no Charges will be payable to the Supplier on dishonoured payments and any Charges received prior to a payment being dishonoured must be reconciled and credited to the Buyer.

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12.13 The Supplier shall submit the invoice in the format agreed with the Buyer via the method of submission

12.13.1 Gross collections will be submitted on a weekly basis to the Buyer via BACS and the Supplier shall submit an invoice on a monthly basis for Charges. A breakdown of all Charges is to be provided with each invoice. One invoice per Debt Type shall be submitted to the Buyer.

12.14 The Supplier must not pass on any payment processing Charges to the Customer and any Charges shall be absorbed by the Supplier, unless specified otherwise by the Buyer.

12.15 The Supplier shall remit any credit balances/funds overpaid to the Buyer or Customer as agreed by the Buyer.

12.16 Any overpayment transfers to the Buyer must be accompanied by detail of the Customers and Debts.

12.17 Any refunds to Customers must include reasons for the refund in writing.

12.18 The Supplier shall not be entitled to Charges nor shall the Buyer be liable for Charges on any overpaid debt amounts.

## **13. Ceasing Processing**

13.1 Under circumstances Approved by the Buyer, the Supplier shall cease all litigation activity and return Accounts to the Buyer.

13.2 The requirement under Paragraph 13.1 is applicable under each of the following trigger events, unless otherwise agreed by the Buyer:

- The Outstanding Balance reached nil
- The agreed litigation strategy has been exhausted and the Debt is no longer in recovery (e.g. in an active repayment plan)
- A formal notification of the Customer's death is received from the Buyer or the Buyer's representative or any other verified source, unless the Buyer has opted into a Deceased Portfolio Service.
- Any other trigger events defined by the Buyer.

13.3 For Accounts meeting the trigger events outlined in 13.2 the Supplier will:

- Immediately stop recovery action and stop automated recovery from the Customer
- Issue any communications specified by the Buyer
- Return Accounts to the Buyer in a standardised file, the content and frequency to be agreed with the Buyer.

13.4 The Supplier should ensure that all debt litigation strategies provide the ability for the Buyer to decide which portfolios or segments are to be returned to the Buyer for internal management or write-off e.g. Accounts meeting the definition of severe financial difficulty as agreed with the Buyer during Implementation.

13.5 The Supplier should ensure that litigation strategies, particularly dialler operations have the ability to immediately cease or limit activity, if, as and when instructed by

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the Buyer, where a media-sensitive event occurs e.g. ceasing dialling the W11 1TQ postcode (Grenfell Tower).

### **14. Alternative Dispute Resolution**

14.1 The Supplier will manage alternative dispute resolution processes including agreeing appointment of an arbitrator, mediator or independent examiner and continuing to negotiate and keep in contact with Customer through the following processes:

- Complaints and/or grievance settlement (including those proceedings conducted by trade association or ombudsmen where applicable);
- Mediation or
- Arbitration.

### **15. Pre-Enforcement Letters**

15.1 The Supplier will issue a Letter Before Action (LBA) to the Customer prior to commencing any further litigation or enforcement action.

15.2 The Supplier shall determine appropriate proceedings and act in accordance with the Buyer Approved litigation strategy

15.3 The Supplier will provide confirmation of the issue of the LBA and the date it was issued to the Buyer as part of the Litigation Costs proposal.

### **16. Legal Documents – Preparation, Issue and Service**

16.1 The Supplier shall prepare, issue and serve legal documents to the Customer, both in person and electronically, as appropriate in accordance with the Civil Procedure Rules and as agreed with the Buyer.

16.2 The Supplier shall retain contemporaneous evidence of service where conducted in person.

16.3 The Supplier shall promptly advise the Buyer on completion of service and return evidence of service to the Buyer in the prescribed format where agreed with the Buyer.

16.4 The Supplier shall, where appropriate, commence action with a view to enforcement.

16.5 The Supplier shall keep the Buyer promptly informed of track allocation where defence is filed and allocation questionnaires are to be completed, and promptly seek to agree disclosure with the Buyer where a case is allocated to fast or multi case management tracks.

16.6 The Supplier shall seek court fee, legal/process costs from the Customer in all instances unless Approved by the Buyer.

### **17. Pre-enforcement /Early action URN6.0b**

17.1 Pre-enforcement / Early action can be requested by the Buyer at any stage within the litigation and enforcement process including prior to or in between stages of litigation. The Buyer will define their specific requirements but as a minimum the Supplier will be required to have the capability and capacity for;

- Contacting the Customer to advise the case is now with the Supplier

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- Provide the Customer with the opportunity to pay the debt
- Progressing the case through a series of actions to secure payment of the debt including, but not limited to:
  - o Lettering campaigns
  - o Telephony
  - o Texting

### **18. Pre-Litigation Verification URN6.0c**

18.1 The Supplier must directly or via Subcontractors provide an address verification service to the Buyer. The Buyer's specific requirement will be agreed with the Supplier but as a minimum the Supplier must provide capability and capacity to identify and inform the Buyer if a Customer;

- Is living as stated (as per the information provided by The Buyer)
- Cannot be located
- Has changed address and if so details of the new address must be provided to the Buyer

### **19. Drive-By Valuations URN 6.0j**

19.1 A Drive-By Valuation is a service to obtain confirmation that a property exists and is in a reasonable condition

19.2 When a Drive-By Valuation is required by a Buyer, The Supplier shall undertake a physical viewing of the property detailed within the Account Placed the Buyer in order to;

- evidence to the Buyer that the property exists
- provide the Buyer with an approximate market value of the property

19.3 An actual physical Drive-By/visit is not required if Approved by the Buyer. This may be if the Supplier can provide supplementary evidence of the existence and value of the property.

19.4 A Stand-alone (Ad Hoc) Drive-By is required from the Supplier when a Buyer – as part of their initial online investigation - cannot find evidence of the condition and/or approximate value of a property in order to deem the property suitable for order for sale action.

19.5 Unless specified by the Buyer, there will be a mandatory Drive-By valuation by the Supplier on all Cases Placed for the Full Order For Sale Service, in order to establish an up-to-date market value.

# Call-Off Schedule 24 (Deed of Trust)

[to be signed post the Effective Date]

## THIS DEED OF TRUST IS MADE

the.....day of..... 2025 between

(1) NHS Business Services Authority (the "**Buyer**") and

(2) Shakespeare Martineau LLP (the "**Trustee**") which expression shall include its successors in title as Trustee under this Deed of Trust.

## WHEREAS

1. The Minister for the Cabinet Office represented by its executive agency the Crown Commercial Services ("**CCS**") whose offices are on 9<sup>th</sup> Floor, The Capital, Old Hall Street, Liverpool L3 9PP, entered into a framework contract with Shakespeare Martineau LLP which permits the Supplier to enter into contract s with potential buyers for the provision of services consisting of, or relating to, debt collection, debt analytics, debt sales, debt enforcement and litigation, fraud, error to the public bodies including HM Government departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities and the devolved administrations of Scotland and Northern Ireland ("**Framework Contract**").
2. On \_\_\_\_\_ the Buyer and the Supplier entered into a contract for the provision of certain of those debt collection, debt analytics, debt sales, debt enforcement and litigation, fraud and/or error services ("**Call-Off Contract**").
3. The Trustee is authorised, pursuant to the Call-Off Contract, to provide certain debt recovery services in respect of the collection of outstanding debts owed to the Buyer ("**Debts**").
4. The Trustee will hold the proceeds of any Debts collected under the Call-Off Contract for the absolute benefit of the Buyer on the trusts declared in this Deed of Trust.

It is **HEREBY DECLARED AND AGREED** as follows:

### A. Interpretation

In this Deed of Trust:

**"Monies and Payments"** means all kinds of monies and payments, including without limitation cash, cheques, banker's drafts, payable orders, warrants, direct debit and standing order payments, debit and credit card payments, payments by electronic funds transfer or other interbank payment systems (including BACS, CHAPS and Faster Payments), and internet, telephone and mobile banking payments and other payments of any kind; and

**"Trust Fund"** means:

- 1) all Monies and Payments, and all chattels or other property or assets of any kind, which are from time to time paid or transferred to or received or held by the Trustee in respect of or in or towards payment or discharge or satisfaction of any Debts; and

- 2) all (if any) interest or other benefits from time to time earned or accrued on or in respect of any part of the Trust Fund.

## **B. Declaration of Trust**

- 1) The Trustee declares that it shall hold the Trust Fund on trust for the Buyer absolutely.
- 2) Where the Trustee is a corporation, it may in the execution and exercise of such trusts, powers and discretions as are conferred upon it hereunder act by its responsible officers, agents or employees for the time being.

## **C. Administration**

- 1) The trust constituted by this Deed of Trust ("**Trust**") and the Trust Fund shall be administered and managed by the Trustee under the name of Shakespeare Martineau Client Account or by such other name as the Trustee from time to time decides with the prior written approval of the Buyer. At all times the Buyer remains the absolute owner of the Debts referred to the Trustee for recovery, the proceeds of which are to be held in the Trust Fund.

- 2)

## **D. Trustee**

The trustee of the Trust Fund shall be the Trustee and/or such other or additional trustee or trustees as may be appointed by the Buyer from time to time.

## **E. Powers**

In furtherance of the Trust and the Call-Off Contract but not otherwise the Trustee may exercise any of the following powers:

- 1) to collect Debt owing to the Buyer under the terms of the Call-Off Contract, provided that in collecting outstanding Debts the Trustee shall save where set out in section G of this Deed of Trust (below) conform to any relevant statutory and regulatory requirements; and
- 2) to co-operate with the Buyer and/or other government bodies operating in furtherance of the Trust and the Call-Off Contract or of similar purposes and to exchange information and advice with them.

## **F. Accounts**

The Trustee shall comply with its obligations under the Call-Off Contract with regard to:

- 1) the keeping of accounting records for the Trust;
- 2) the preparation of annual statements of account for the Trust;
- 3) the auditing or independent examination of the statements of account of the Trust as appropriate; and
- 4) the transmission of the statements of account of the Trust to the Buyer.

### **G. Transfer of Trust Fund property**

The Trustee shall transfer to the Buyer as beneficiary of the Trust the monies held in the Trust Fund according to the payment terms, if any, set out in the Call-Off **Contract**, or if no such payment terms are set out in the Call-Off **Contract**, as agreed between the Trustee and the Buyer, acting reasonably.

### **H. Law and Jurisdiction**

English law governs this Trust and the English courts have exclusive jurisdiction in matters relating to it.

**IN WITNESS of which this Deed of Trust has been duly executed as a deed by the Trustee and by the Customer and delivered on the day and year first above written.**

**SIGNED AS A DEED BY NHS Business Services Authority  
acting by Director of Executive Director of Finance and Commercial Services**

\_\_\_\_\_

**IN THE PRESENCE OF**

**Signature, Name and Address of attesting witness:**

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**SIGNED AS A DEED BY Shakespeare Martineau LLP  
acting by a Director:**

\_\_\_\_\_

**IN THE PRESENCE OF**

**Signature, Name and Address of attesting witness:**

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